

MEMORANDUM

Agenda Item No. 8(K)(1)


TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 16, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Resolution authorizing the Chairperson or Vice-Chairperson of the Board of County Commissioners to execute Amended and Restated County Deeds and County Deeds to incorporate the new Infill Housing Initiative Programs requirements for 10 qualified infill developers, namely: Cazo Construction Corp., Collective Developers LLC, Habitat for Humanity of Greater Miami, Inc., Housing Programs, Inc., Little Haiti Housing Association, Inc. d/b/a Haitian American Community Development Corp., Miami-Dade Affordable Housing Foundation, Inc., NANA & CRC Affordable Housing, LLC, Palmetto Homes of Miami, Inc., Soaring to Achieve Results Systematically Development Center, Inc., and Women in Need of Destiny, Inc.

The accompanying resolution was prepared by the Public Housing and Community Development Department and placed on the agenda at the request of Prime Sponsor Housing and Social Services Committee.



Abigail Price-Williams
County Attorney

APW/smm

Memorandum



Date: May 16, 2017

To: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

From: Carlos A. Gimenez
Mayor

A handwritten signature in black ink, appearing to read "Carlos A. Gimenez", written over the name in the "From:" field.

Subject: Resolution Authorizing the Chairperson or Vice-Chairperson of the Board to Execute Amended and Restated County Deeds and County Deeds with a Total of 10 Infill Housing Developers and Acceptance of Promissory Note From and Execution of Security Agreement with NANA & CRC Affordable Housing, LLC

Recommendation

It is recommended that the Board of County Commissioners (Board) adopt the attached resolution:

1. Authorizing the Chairperson or Vice-Chairperson of the Board to execute Amended and Restated County Deeds (Amended Deeds) to, among other things, increase the sales price of homes to be sold through the Miami-Dade County Infill Housing Initiative Program (Infill Housing Program) from \$175,000.00 up to \$205,000.00 and to incorporate other provisions to be consistent with Ordinance No. 17-8, Implementing Order No. 3-44, as amended, and Infill Housing Initiative Program Guidelines (collectively referred to as the Infill Housing Program). The amended deeds to be executed are related to those properties previously conveyed to the following Infill Housing Program developers: CAZO Construction Corp. pursuant to Resolution No. R-1401-07; Collective Developers LLC pursuant to Resolution No. R-869-16; Habitat for Humanity of Greater Miami, Inc. pursuant to Resolution Nos. R-1059-15, R-1081-15, R-190-16, and R-603-16; Housing Programs, Inc. pursuant to Resolution Nos. R-1401-07, R-787-12, and R-191-16; Little Haiti Housing Association, Inc. d/b/a Haitian American Community Development Corp. pursuant to Resolution No. R-242-14; Miami-Dade Affordable Housing Foundation, Inc. pursuant to Resolution No. R-980-15; Palmetto Homes of Miami, Inc. pursuant to Resolution No. R-1401-07; Soaring to Achieve Results Systematically Development Center, Inc. pursuant to Resolution No. R-538-14; and Women In Need of Destiny, Inc. pursuant to Resolution No. R-1005-14.
2. Amending Resolution Nos. R-958-16 and R-869-16, to authorize the Chairperson or Vice-Chairperson of the Board to execute County Deeds for the conveyance of properties to NANA & CRC Affordable Housing, LLC (NANA) and Collective Developers, LLC (Collective Developers), respectively;
3. Accepting from NANA a promissory note in the amount of \$28,000.00, and authorizing the County Mayor or the County Mayor's designee to execute a security agreement, on behalf of the County, with NANA related to the deferment of payment of certain fees associated with the conveyance of the County-owned properties, and to exercise all rights contained therein; and
4. Authorizing the County Mayor or the County Mayor's designee to take all necessary actions to enforce the provisions set forth in the Amended Deeds and County Deeds, including but not limited to exercising the County's reversionary interest, recording of instruments in the Public

Records of Miami-Dade County showing evidence of the County's exercise of its reversionary interest, and acceptance of deeds from those developers who are unable to comply with the deed restrictions set forth in such Amended Deeds and County Deeds and with the Infill Housing Program.

Scope

This resolution allows the Chairperson or Vice-Chairperson of the Board to execute the Amended Deeds and County Deeds with 10 Infill Developers to allow such developers to take advantage of the new requirements of the Infill Housing Program. The properties are located in County Commission District 1 represented by Commissioner Barbara J. Jordan (with five properties), District 2 represented by Commissioner Jean Monestime (with 36 properties), District 3 represented by Vice-Chairwoman Audrey M. Edmonson (with 80 properties) and District 9 represented by Commissioner Dennis C. Moss (with 28 properties), as more fully described in Attachment "A" of the resolution.

Fiscal Impact/Funding Source

There is no fiscal impact to the County since development costs are borne by the Infill Housing Program developers. However, there would be a fiscal impact to the County if Infill Housing Program developers are unable to develop the properties and the properties are returned to the County. The County would be responsible for monitoring and maintaining the vacant properties at an estimated annual total cost of \$46,840.00.

Track Record/Monitor

The project will be monitored by Jorge R. Cibran, AIA, Director, Development Division, Public Housing and Community Development Department (Department).

Background

During the June 9, 2014 meeting of the former Health and Social Services Committee, the committee heard a citizen's presentation by an Infill Housing Program developer regarding the permitting process and the hardship this developer faced in completing Infill Housing Program homes because the Miami-Dade Water and Sewer Department was requiring the developer to replace or upgrade main water lines and install fire hydrants at the developer's sole expense. The Infill Housing Program developer also reported that if he was required to replace or upgrade water main lines and fire hydrants, at his sole expense, the cost of building an Infill Housing Program home would increase and ultimately the project would no longer be feasible for the developer.

Thereafter, the Board adopted Resolution No. R-996-14 directing the County Mayor or the County Mayor's designee to prepare a report concerning impediments which may delay or frustrate the implementation of the Infill Housing Program by developers and the Department, and to provide recommendations for addressing those impediments, which were identified in the report (Impediments Report). The Board specifically wanted to learn whether the issues raised by the Infill Housing Program developer were isolated or widespread, and whether any other impediments exist which may delay or frustrate the implementation of the Infill Housing Program by developers and the Department, which is responsible for the administration of the Infill Housing Program. On December 15, 2014, the Department, after notifying active and non-active Infill Housing Program developers, held a roundtable meeting with the developers to discuss these issues. The Department also requested input from the Internal Services Department, Water and Sewer Department, Regulatory and Environmental Resources Department, and Transportation and Public Works Department to address impediments identified by the Infill Housing Program developers for inclusion in Impediments Report.

On May 15, 2015, the County Mayor submitted the Impediments Report to the Board (Directive 142111). The Impediments Report identified a series of impediments which hinder the implementation and administration of the Infill Housing Program. Subsequent to issuance of the Impediments Report, the Department continued to work with the various County Departments involved with the Infill Housing Program to further review potential solutions addressed in the Impediments Report and other initiatives. On April 20, 2016, another roundtable meeting was held with Infill Housing Program developers to request any additional recommendations relative to the Infill Housing Program. On May 12, 2016, the Department also met with the Affordable Housing Advisory Board (Housing Board) to provide an update on the Infill Housing Program, the Impediments Report, the required legislation to implement the Impediments Report recommendations, and to respond to inquiries from the Housing Board.

On February 7, 2017, the Board adopted Ordinance No. 17-8, which amended the Infill Housing Ordinance. Additionally, the Board adopted Resolution No. R-145-17, which amended Implementing Order No. 3-44 and approved the Infill Housing Initiative Program Guidelines. These amendments were necessary to address many of the concerns raised by the developers. As a result of these revisions, 10 Infill Developers, who were previously conveyed properties prior to the adoption of the new Infill Housing Program legislation, have requested that the County allow them to take advantage of the new requirements for the Infill Housing Program, including the ability to sell the developed homes up to the new sales cap. These Infill Housing Program developers are in good standing and are making good faith efforts to develop the properties. Therefore, the Department recommends that it is in the County's best interests to allow these developers to take advantage of the new Infill Housing Program legislation.

Additionally, the Board adopted Resolution Nos. R-958-16 and R-869-16, which authorized the conveyance of County-owned properties to NANA and Collective Developers, respectively. Subsequent to the adoption of Resolution No. R-958-16, NANA requested that the County defer conveyance of the properties until such time as NANA and the County resolved an issue concerning NANA's request to defer payment of certain fees associated with the conveyance of the properties. NANA wishes to execute a promissory note in the amount of \$28,000.00 and security agreement in the County's favor, which are attached as Attachments "N" and "O" to the resolution. Collective Developers also requested that the County defer conveying the properties to them until such time as they have closed on the loan to finance their project. Therefore, it is recommended that the Board amend the aforementioned resolutions and approve the County Deeds attached as Attachments "C", "D", "H" and "I" since the County Deeds approved by these resolutions have not been recorded, and NANA and Collective Developers would also like to take advantage of the existing requirements of the new Infill Housing Program legislation.

Attachments

A handwritten signature in black ink, appearing to be 'R Benford', with a long horizontal line extending to the right.

Russell Benford, Deputy Mayor



MEMORANDUM

(Revised)

TO: Honorable Chairman Esteban L. Bovo, Jr.
and Members, Board of County Commissioners

DATE: May 16, 2017

FROM: Abigail Price-Williams
County Attorney

SUBJECT: Agenda Item No. 8(K)(1)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous ____) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(K)(1)
5-16-17

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CHAIRPERSON OR VICE-CHAIRPERSON OF THE BOARD OF COUNTY COMMISSIONERS TO EXECUTE AMENDED AND RESTATED COUNTY DEEDS AND COUNTY DEEDS TO INCORPORATE THE NEW INFILL HOUSING INITIATIVE PROGRAMS REQUIREMENTS FOR 10 QUALIFIED INFILL DEVELOPERS, NAMELY: CAZO CONSTRUCTION CORP., COLLECTIVE DEVELOPERS LLC, HABITAT FOR HUMANITY OF GREATER MIAMI, INC., HOUSING PROGRAMS, INC., LITTLE HAITI HOUSING ASSOCIATION, INC. D/B/A HAITIAN AMERICAN COMMUNITY DEVELOPMENT CORP., MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC., NANA & CRC AFFORDABLE HOUSING, LLC, PALMETTO HOMES OF MIAMI, INC., SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENT CENTER, INC., AND WOMEN IN NEED OF DESTINY, INC.; AMENDING RESOLUTION NOS. R-1401-07, R-869-16, R-1059-15, R-1081-15, R-190-16, R-603-16, R-787-12, R-191-16, R-242-14, R-980-15, R-538-14, R-1005-14, R-958-16 AND R-869-16; ACCEPTING PROMISSORY NOTE IN THE AMOUNT OF \$28,000.00 FROM NANA & CRC AFFORDABLE HOUSING, LLC, AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXECUTE A SECURITY AGREEMENT WITH NANA & CRC AFFORDABLE HOUSING, LLC AS CONSIDERATION TO DEFER PAYMENT TO THE COUNTY OF CERTAIN FEES ASSOCIATED WITH THE CONVEYANCE OF THE PROPERTIES; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO TAKE ALL ACTION NECESSARY TO ENFORCE THE PROVISIONS SET FORTH IN SUCH AMENDED AND RESTATED COUNTY DEEDS, COUNTY DEEDS, AND THE SECURITY AGREEMENT, AND TO EXERCISE ALL RIGHTS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are incorporated in this resolution and are approved.

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Section 2. This Board amends Resolutions Nos. R-1401-07, R-869-16, R-1059-15, R-1081-15, R-190-16, R-603-16, R-787-12, R-191-16, R-242-14, R-980-15, R-538-14, R-1005-14, R-958-16 and R-869-16 for the reasons more fully described in the County Mayor's memorandum attached hereto.

Section 3. Pursuant to Section 125.411, Florida Statutes, this Board authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the reconveyance of the properties, including the execution of Amended and Restated County Deeds ("Amended Deeds"), in substantially the form attached hereto and made a part thereof as Attachments "B", "E", "F", "G", "J", "K", "L" and "M", which, among other things, increase the sales price of homes to be sold through the Miami-Dade County Infill Housing Initiative Program ("Infill Housing Program") from \$175,000.00 up to \$205,000.00 and incorporates other provisions to be consistent with Ordinance No. 17-8, Implementing Order No. 3-44, as amended, and the Infill Housing Initiative Program Guidelines. Such Amended Deeds are to be executed in conjunction with the properties previously conveyed to CAZO Construction Corp., Habitat for Humanity of Greater Miami, Inc., Housing Programs, Inc., Little Haiti Housing Association, Inc. d/b/a Haitian American Community Development Corp., Miami-Dade Affordable Housing Foundation, Inc., Palmetto Homes of Miami, Inc., Soaring to Achieve Results Systematically Development Center, Inc. and Women In Need of Destiny, Inc.

Section 4. Pursuant to Section 125.411, Florida Statutes, authorizes the Chairperson or Vice-Chairperson of the Board to take all actions necessary to effectuate the conveyance of the properties to NANA & CRC Affordable Housing, LLC ("NANA") and Collective Developers LLC, including the execution of the County Deeds, in substantially the form attached hereto and made a part thereof as Attachments "C", "D", "H" and "T".

Section 5. This Board further authorizes the County Mayor or the County Mayor's designee to take all actions necessary to exercise any and all rights set forth in the Amended Deeds and County Deeds, including, but not limited to, exercising the County's option to enforce its reversionary interest after conducting all due diligence, including but not limited to title searches and environmental reviews. In the event that the County Mayor or the County Mayor's designee should exercise the County's reversionary interest, then the County Mayor or the County Mayor's designee shall execute and record an instrument approved by the County Attorney's Office in the Public Record of Miami-Dade County and provide a copy of such instrument to the Property Appraiser's Office. Alternatively, this Board authorizes the County Mayor or the County Mayor's designee to receive on behalf of the County from the Infill Housing Program developers identified in Sections 3 and 4 of this resolution, after conducting all due diligence, including, but not limited to, title searches and environmental reviews, a deed(s) which conveys any or all of the properties back to the County in the event any of the Infill Housing developers are unable or fail to comply with the deed restrictions set forth in the deeds. Upon the receipt of a deed(s) from a developer, the County Mayor or the County Mayor's designee shall record such deed(s) in the Public Records of Miami-Dade County.

Section 6. This Board accepts the promissory note in the amount of \$28,000.00 from and authorizes the County Mayor or the County Mayor's designee to execute a security agreement, on behalf of Miami-Dade County, with NANA, in substantially the forms attached hereto and made a part thereof as Attachments "N" and "O". This Board further authorizes the County Mayor or the County Mayor's designee to exercise all rights contained in such security agreement.

Section 7. The County Mayor or the County Mayor's designee, pursuant to Resolution No. R-974-09, shall record in the Public Record all deeds, covenants, reverters and mortgages creating or reserving a real property interest in favor of the County and shall provide a copy of such recorded instruments to the Clerk of the Board within 30 days of execution and final acceptance. The Board directs the Clerk of the Board, pursuant to Resolution No. R-974-09, to attach and permanently store a recorded copy of any instrument provided in accordance herewith together with this resolution.

The foregoing resolution was offered by Commissioner _____ ,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Esteban L. Bovo, Jr., Chairman	
Audrey M. Edmonson, Vice Chairwoman	
Bruno A. Barreiro	Daniella Levine Cava
Jose "Pepe" Diaz	Sally A. Heyman
Barbara J. Jordan	Joe A. Martinez
Jean Monestime	Dennis C. Moss
Rebeca Sosa	Sen. Javier D. Souto
Xavier L. Suarez	

The Chairperson thereupon declared the resolution duly passed and adopted this 16th day of May, 2017. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this Resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith

ATTACHMENT A

Count	Infill Developer	Address	Lot Size	District	Lot Type	% Complete	Sale Status	Perm Enter Date	Folio
1	CAZO CONSTRUCTION CORP	1212 NW 103 ST	5,300	2	C	0.00%	NOT SOLD	9/3/2014	30-3102-006-0150
2	CAZO CONSTRUCTION CORP	1527 NW 99 ST	9,996	2	C	0.00%	NOT SOLD	9/3/2014	30-3102-010-0400
3	CAZO CONSTRUCTION CORP	2610 NW 106 ST	8,302	2	C	0.00%	NOT SOLD	9/3/2014	30-2134-000-0350
4	CAZO CONSTRUCTION CORP	2120 NW 98 ST	5,250	2	C	0.00%	NOT SOLD	9/3/2014	30-3103-008-0260
5	CAZO CONSTRUCTION CORP	1748 NW 94 ST	4,200	2	C	0.00%	NOT SOLD	9/3/2014	30-3103-018-0430
6	CAZO CONSTRUCTION CORP	2010 NW 99 TER	14,000	2	C	0.00%	NOT SOLD	9/3/2014	30-3103-019-0530
7	CAZO CONSTRUCTION CORP	5831 NW 32 AVE	3,050	2	C	0.00%	NOT SOLD	9/3/2014	30-3116-009-1080
8	CAZO CONSTRUCTION CORP	2910 NW 30 ST	6,750	2	C	0.00%	NOT SOLD	9/3/2014	30-3128-011-1060
9	CAZO CONSTRUCTION CORP	3085 NW 29 ST	6,900	2	C	0.00%	NOT SOLD	9/3/2014	30-3128-011-2240
10	CAZO CONSTRUCTION CORP	3100 NW 53 ST	4,359	3	C	0.00%	NOT SOLD	9/3/2014	30-3121-016-0120
11	CAZO CONSTRUCTION CORP	3910 NW 23 AVE	7,565	3	C	0.00%	NOT SOLD	9/3/2014	30-3122-008-1880
12	CAZO CONSTRUCTION CORP	5011 NW 23 AVE	4,360	3	C	0.00%	NOT SOLD	9/3/2014	30-3122-021-0500
13	CAZO CONSTRUCTION CORP	4846 NW 24 CT	10,650	3	C	0.00%	NOT SOLD	9/3/2014	30-3122-000-0510
14	CAZO CONSTRUCTION CORP	10334 SW 172 ST	5,550	9	C	0.00%	NOT SOLD	9/3/2014	30-5032-010-0111
15	CAZO CONSTRUCTION CORP	10020 Hibiscus ST	9,500	9	C	0.00%	NOT SOLD	9/3/2014	30-5032-004-0980
16	CAZO CONSTRUCTION CORP	10221 SW 178 ST	4,000	9	C	0.00%	NOT SOLD	9/3/2014	30-5032-000-0420
17	CAZO CONSTRUCTION CORP	10431 SW 183 ST	11,900	9	C	0.00%	NOT SOLD	9/3/2014	30-5032-016-0530
18	CAZO CONSTRUCTION CORP	10210 SW 183 ST	5,800	9	C	0.00%	NOT SOLD	9/3/2014	30-5032-015-0220
19	CAZO CONSTRUCTION CORP	11551 SW 216 ST	6,970	9	C	0.00%	NOT SOLD	9/3/2014	30-6007-000-0090
20	CAZO CONSTRUCTION CORP	21765 SW 111 AVE	7,500	9	C	0.00%	NOT SOLD	9/3/2014	30-6018-003-0550
21	CAZO CONSTRUCTION CORP	11085 SW 219 ST	10,900	9	C	0.00%	NOT SOLD	9/3/2014	30-6018-003-0970
22	CAZO CONSTRUCTION CORP	10760 SW 217 ST	10,647	9	C	0.00%	NOT SOLD	9/3/2014	30-6018-004-0310

ATTACHMENT A

Count	Infill Developer	Address	Lot Size	District	Lot Type	% Complete	Sale Status	Pgm Enter Date	Follow Up
23	CAZO CONSTRUCTION CORP	10910 SW 212 ST	7,200	9	C	0.00%	NOT SOLD	9/3/2014	30-6912-004-0170
24	CAZO CONSTRUCTION CORP	11987 SW 218 ST	7,000	9	C	0.00%	NOT SOLD	9/3/2014	30-6912-004-0960
25	CAZO CONSTRUCTION CORP	12065 SW 213 ST	5,400	9	C	0.00%	NOT SOLD	9/3/2014	30-6912-008-1640
26	CAZO CONSTRUCTION CORP	22180 SW 122 AVE	5,706	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-000-0522
27	CAZO CONSTRUCTION CORP	22225 SW 119 AVE	5,223	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-001-0461
28	CAZO CONSTRUCTION CORP	21849 SW 118 CT	7,500	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-002-0070
29	CAZO CONSTRUCTION CORP	21915 SW 118 CT	7,500	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-002-0100
30	CAZO CONSTRUCTION CORP	11841 SW 220 ST	7,500	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-002-0130
31	CAZO CONSTRUCTION CORP	14360 SW 272 ST	8,025	9	C	0.00%	NOT SOLD	9/3/2014	30-6934-006-0040
32	CAZO CONSTRUCTION CORP	26405 SW 139 AVE	12,335	9	C	0.00%	NOT SOLD	9/3/2014	30-6934-003-0630
33	CAZO CONSTRUCTION CORP	10360 SW 177 ST	11,500	9	C	0.00%	NOT SOLD	9/3/2014	30-5032-000-0590
34	CAZO CONSTRUCTION CORP	13101 SW 232 PL	6,250	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-011-2400
35	CAZO CONSTRUCTION CORP	23102 SW 122 PL	6,250	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-011-2410
36	CAZO CONSTRUCTION CORP	23103 SW 122 PL	6,250	9	C	0.00%	NOT SOLD	9/3/2014	30-6913-011-2420
37	COLLECTIVE DEVELOPERS LLC.	2381 NW 56 ST	6,556	3	C	0.00%	NOT SOLD	Pending	30-3115-040-0301
38	COLLECTIVE DEVELOPERS LLC.	4615 NW 31 CT	7,200	3	C	0.00%	NOT SOLD	Pending	30-3121-000-0290
39	COLLECTIVE DEVELOPERS LLC.	596 NW 101 ST	5,450	3	C	0.00%	NOT SOLD	Pending	30-3101-013-0440
40	COLLECTIVE DEVELOPERS LLC.	7643 NW 14 PL (Adj. N)	6,588	3	C	0.00%	NOT SOLD	Pending	30-3111-031-1070
41	COLLECTIVE DEVELOPERS LLC.	6340 NW 19 AVE	7,500	3	C	0.00%	NOT SOLD	Pending	30-3115-000-0100
42	COLLECTIVE DEVELOPERS LLC.	6230 NW 19 AVE	15,000	3	C	0.00%	NOT SOLD	Pending	30-3115-000-0300
43	COLLECTIVE DEVELOPERS LLC.	625 NE 70 ST	5,400	3	C	0.00%	NOT SOLD	Pending	01-3218-007-0030
44	COLLECTIVE DEVELOPERS LLC.	600 NW 69 ST	8,000	3	C	0.00%	NOT SOLD	Pending	01-3113-024-1730

ATTACHMENT A

Count	Infill Developer	Address	Lot Size	Distance	Lot Type	% Complete	Sale Status	Pgm Encl Date	Folio
45	COLLECTIVE DEVELOPERS LLC.	174 NW 57 ST	6,800	3	C	0.00%	NOT SOLD	Pending	01-3113-060-0560
46	COLLECTIVE DEVELOPERS LLC.	3759 NW 23 CT	5,834	3	C	0.00%	NOT SOLD	Pending	01-3122-008-1800
47	COLLECTIVE DEVELOPERS LLC.	1075 NW 48 ST	5,000	3	C	0.00%	NOT SOLD	Pending	01-3123-011-0740
48	COLLECTIVE DEVELOPERS LLC.	1221 NW 53 ST	8,900	3	C	0.00%	NOT SOLD	Pending	01-3123-012-0210
49	COLLECTIVE DEVELOPERS LLC.	1529 NW 38 ST	5,840	3	C	0.00%	NOT SOLD	Pending	01-3123-018-0120
50	COLLECTIVE DEVELOPERS LLC.	1528 NW 39 ST	6,750	3	C	0.00%	NOT SOLD	Pending	01-3123-038-0500
51	COLLECTIVE DEVELOPERS LLC.	524 NW 53 ST	12,028	3	C	0.00%	NOT SOLD	Pending	01-3124-013-2550
52	COLLECTIVE DEVELOPERS LLC.	2600 NW 48 TER	11,025	3	C	0.00%	NOT SOLD	Pending	30-3122-06-00010
53	COLLECTIVE DEVELOPERS LLC.	2601 NW 48 ST	11,130	3	C	0.00%	NOT SOLD	Pending	30-3122-060-0020
54	COLLECTIVE DEVELOPERS LLC.	About 27 AVE NW 49 ST	3,150	3	C	0.00%	NOT SOLD	Pending	30-3122-015-0050
55	COLLECTIVE DEVELOPERS LLC.	About 27 AVE NW 49 ST	3,150	3	C	0.00%	NOT SOLD	Pending	30-3122-015-0060
56	COLLECTIVE DEVELOPERS LLC.	About 27 AVE NW 49 ST	2,510	3	C	0.00%	NOT SOLD	Pending	30-3122-015-0070
57	COLLECTIVE DEVELOPERS LLC.	2630 NW 48 ST	2,544	3	C	0.00%	NOT SOLD	Pending	30-3122-015-0110
58	COLLECTIVE DEVELOPERS LLC.	2641 NW 48 ST	6,300	3	C	0.00%	NOT SOLD	Pending	30-3122-015-0120
59	COLLECTIVE DEVELOPERS LLC.	2948 NW 45 ST	4,959	3	C	0.00%	NOT SOLD	Pending	30-3121-026-0700
60	COLLECTIVE DEVELOPERS LLC.	4420 NW 30 AVE	6,003	3	C	0.00%	NOT SOLD	Pending	30-3121-028-0340
61	COLLECTIVE DEVELOPERS LLC.	1854 NW 63 ST	7,200	3	C	0.00%	NOT SOLD	Pending	30-3115-005-3760
62	COLLECTIVE DEVELOPERS LLC.	1828 NW 68 TER	7,200	3	C	0.00%	NOT SOLD	Pending	30-3115-005-5610
63	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10349 SW 183 ST	5,250	9	P	95.00%	UNDER CONTRACT	1/20/2011	30-5032-016-0685
64	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	733 NW 69 ST	7,150	2	C	0.00%	UNDER CONTRACT	6/18/2014	01-3114-019-0640
65	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1498 NW 59 ST	5,300	3	C	0.00%	NOT SOLD	3/21/2016	01-3114-035-0990
66	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2110 NW 68 ST	6,950	3	C	0.00%	UNDER CONTRACT	3/21/2016	30-3115-020-0301

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ATTACHMENT A

Count	Infill Developer	Address	Lot Size	District	Plot Type	% Complete	Sale Status	Pgm. Entry Date	Folio
67	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1606 NW 58 Terr	5,300	3	C	0.00%	NOT SOLD	3/21/2016	01-3114-035-2810
68	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1620 NW 58 Terr	5,300	3	C	0.00%	NOT SOLD	3/21/2016	01-3114-035-2815
69	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1578 NW 58 Terr	5,300	3	C	0.00%	NOT SOLD	2/21/2016	01-3114-035-2820
70	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	798 NW 35 ST	6,950	3	C	0.00%	NOT SOLD	2/21/2016	01-3126-008-0010
71	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	7530 NW 15TH	5,400	3	C	60.00%	UNDER CONTRACT	4/21/2016	30-3111-031-0781
72	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2135 NW 57TH	5,250	3	C	95.00%	UNDER CONTRACT	4/21/2016	30-3115-024-0190
73	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2267 NW 57 ST	5,600	3	C	90.00%	UNDER CONTRACT	4/21/2016	30-3115-025-0180
74	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	2217 NW 58 ST	5,640	3	C	90.00%	UNDER CONTRACT	4/21/2016	30-3115-034-0280
75	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	3362 NW 51 ST	5,940	3	C	90.00%	UNDER CONTRACT	4/21/2016	30-3121-034-1735
76	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	3366 NW 51 St	5,940	3	C	90.00%	UNDER CONTRACT	4/21/2016	30-3121-034-1740
77	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	1937 NW 51 TERR	5,000	3	C	100.00%	UNDER CONTRACT	4/21/2016	30-3122-052-5240
78	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	4435 NW 23 AVE	8,733	3	C	95.00%	UNDER CONTRACT	4/21/2016	30-3122-029-0430
79	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10254 SW 178 St	11,138	9	C	0.00%	NOT SOLD	8/4/2016	30-5032-000-0930
80	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10465 SW 172 St	8,085	9	C	0.00%	NOT SOLD	8/4/2016	30-5032-013-0840
81	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	10535 SW 178 St	12,698	9	C	0.00%	NOT SOLD	8/4/2016	30-5032-012-0190
82	HABITAT FOR HUMANITY OF GREATER MIAMI, INC.	22885 SW 123 CT	6,250	9	C	0.00%	NOT SOLD	8/4/2016	30-6913-011-1290
83	HOUSING PROGRAMS, INC.	844 NW 63 ST	5,850	2	C	0.00%	NOT SOLD	6/6/2016	01-3114-036-0200
84	HOUSING PROGRAMS, INC.	1020 NW 63 ST	5,850	2	C	0.00%	NOT SOLD	6/6/2016	01-3114-036-0380
85	HOUSING PROGRAMS, INC.	920 NW 66 ST	5,300	2	C	0.00%	NOT SOLD	6/6/2016	01-3114-036-2250
86	HOUSING PROGRAMS, INC.	8723 NW 21 CT	6,037	2	C	0.00%	NOT SOLD	9/3/2014	30-3103-025-0040
87	HOUSING PROGRAMS, INC.	8922 NW 21 CT	3,650	2	C	0.00%	NOT SOLD	9/3/2014	30-3103-024-0300
88	HOUSING PROGRAMS, INC.	9010 NW 21 AVE	4,000	2	C	0.00%	NOT SOLD	9/3/2014	30-3103-023-0110

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ATTACHMENT A

Count	Infill Developer	Address	Lot Size	District	Lot Type	% Infill Complete	Sale Status	Pgm Enter Date	Portfolio
89	HOUSING PROGRAMS, INC.	3021 NW 93 ST	7,000	2	C	0.00%	UNDER CONTRACT	9/3/2014	30-3104-003-3701
90	HOUSING PROGRAMS, INC.	8749 NW 29 AVE	5,093	2	C	0.00%	UNDER CONTRACT	9/3/2014	30-3104-007-0320
91	HOUSING PROGRAMS, INC.	1909 NW 95 ST	5,625	2	C	0.00%	UNDER CONTRACT	9/3/2014	30-3103-019-1100
92	HOUSING PROGRAMS, INC.	2153 NW 94 ST	13,357	2	C	0.00%	UNDER CONTRACT	9/3/2014	30-3103-022-0050
93	HOUSING PROGRAMS, INC.	787 NW 34 ST	7,193	3	C	1.00%	NOT SOLD	3/12/2013	01-3126-008-0260
94	HOUSING PROGRAMS, INC.	793 NW 34 ST	7,193	3	C	1.00%	NOT SOLD	3/12/2013	01-3126-008-0265
95	HOUSING PROGRAMS, INC.	2263 NW 43 ST	3,696	3	C	0.00%	NOT SOLD	9/3/2014	30-3122-029-0380
96	HOUSING PROGRAMS, INC.	1400 NW 71 ST	4,140	3	C	0.00%	NOT SOLD	6/6/2016	01-3114-017-0110
97	HOUSING PROGRAMS, INC.	155 NW 68 TER	4,200	3	C	0.00%	NOT SOLD	6/6/2016	01-3113-006-0330
98	HOUSING PROGRAMS, INC.	1401 NW 70TH ST	8,098	3	C	0.00%	NOT SOLD	6/6/2016	01-3114-017-0100
99	HOUSING PROGRAMS, INC.	1380 NW 46 ST	5,350	3	C	0.00%	NOT SOLD	6/6/2016	01-3123-035-0260
100	HOUSING PROGRAMS, INC.	1460 NW 71 ST	4,140	3	C	0.00%	NOT SOLD	6/6/2016	01-3114-017-0190
101	HOUSING PROGRAMS, INC.	6747 NW 4 CT	4,000	3	C	0.00%	NOT SOLD	6/6/2016	01-3113-024-2510
102	LITTLE HAITI HOUSING ASSOCIATION, INC.	11204 NW 15 CT	7,500	2	C	0.00%	NOT SOLD	8/6/2014	30-2135-022-0170
103	LITTLE HAITI HOUSING ASSOCIATION, INC.	745 NW 97 ST	7,000	2	C	0.00%	NOT SOLD	8/6/2014	30-3102-013-0830
104	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	720 NW 133 ST	8,031	2	C	0.00%	NOT SOLD	2/4/2014	06-2126-020-0270
105	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	981 NW 109 ST	13,205	2	C	0.00%	NOT SOLD	2/4/2014	30-2135-002-1470
106	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	845 NW 111 ST	9,750	2	C	0.00%	NOT SOLD	2/4/2014	30-2135-002-1100
107	MIAMI-DADE AFFORDABLE HOUSING FOUNDATION	1167 NW 113 TER	7,950	2	C	0.00%	NOT SOLD	2/4/2014	30-2135-010-0290
108	NANA & CRC AFFORDABLE HOUSING, LLC.	1467 NW 73 ST	3,500	3	C	0.00%	NOT SOLD	Pending	30-3111-038-0210
109	NANA & CRC AFFORDABLE HOUSING, LLC.	6235 NW 20 AVE	3,500	3	C	0.00%	NOT SOLD	Pending	30-3115-010-0180
110	NANA & CRC AFFORDABLE HOUSING, LLC.	1818 NW 63 ST	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-3800

ATTACHMENT A

Count	Infill Developer	Address	Lot Size	Distric	LOT Type	% Complete	Sale Status	Pgm Enter Date	Folio
111	NANA & CRC AFFORDABLE HOUSING, LLC.	1777 NW 86 TER	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-1060
112	NANA & CRC AFFORDABLE HOUSING, LLC.	1730 NW 68 ST	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-2110
113	NANA & CRC AFFORDABLE HOUSING, LLC.	1725 NW 84 ST	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-2411
114	NANA & CRC AFFORDABLE HOUSING, LLC.	1724 NW 63 ST	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-2970
115	NANA & CRC AFFORDABLE HOUSING, LLC.	1822 NW 63 ST	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-3780
116	NANA & CRC AFFORDABLE HOUSING, LLC.	1876 NW 58 ST	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-5250
117	NANA & CRC AFFORDABLE HOUSING, LLC.	1854 NW 68 TER	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-5590
118	NANA & CRC AFFORDABLE HOUSING, LLC.	4524 NW 31 CT	3,600	3	C	0.00%	NOT SOLD	Pending	30-3121-000-0050
119	NANA & CRC AFFORDABLE HOUSING, LLC.	1750 NW 62 TER	3,640	3	C	0.00%	NOT SOLD	Pending	30-3115-005-3270
120	NANA & CRC AFFORDABLE HOUSING, LLC.	1541 NW 67 ST	3,400	3	C	0.00%	NOT SOLD	Pending	01-3114-018-0090
121	NANA & CRC AFFORDABLE HOUSING, LLC.	1570 NW 69 ST	3,600	3	C	0.00%	NOT SOLD	Pending	01-3114-018-1180
122	NANA & CRC AFFORDABLE HOUSING, LLC.	4401 NW 32 AVE	3,960	3	C	0.00%	NOT SOLD	Pending	30-3121-033-0430
123	NANA & CRC AFFORDABLE HOUSING, LLC.	1021 NW 76 ST	4,250	3	C	0.00%	NOT SOLD	Pending	01-3113-042-1250
124	NANA & CRC AFFORDABLE HOUSING, LLC.	1781 NW 68 TER	3,600	3	C	0.00%	NOT SOLD	Pending	30-3115-005-1070
125	NANA & CRC AFFORDABLE HOUSING, LLC.	4230 NW 31 AVE	4,400	3	C	0.00%	NOT SOLD	Pending	30-3121-033-0760
126	NANA & CRC AFFORDABLE HOUSING, LLC.	5032 NW 24 AVE	4,738	3	C	0.00%	NOT SOLD	Pending	30-3122-000-0071
127	NANA & CRC AFFORDABLE HOUSING, LLC.	7221 NW 16 AVE	4,750	3	C	0.00%	NOT SOLD	Pending	30-3111-023-0260
128	NANA & CRC AFFORDABLE HOUSING, LLC.	1021 NW 76 ST	5,500	3	C	0.00%	NOT SOLD	Pending	30-3111-035-1250
129	NANA & CRC AFFORDABLE HOUSING, LLC.	1744 NW 44 ST	4,928	3	C	0.00%	NOT SOLD	Pending	01-3122-047-0060
130	NANA & CRC AFFORDABLE HOUSING, LLC.	1886 NW 50 ST	4,796	3	C	0.00%	NOT SOLD	Pending	01-3122-014-0481
131	NANA & CRC AFFORDABLE HOUSING, LLC.	1866 NW 47 TER	4,796	3	C	0.00%	NOT SOLD	Pending	01-3122-014-1180
132	NANA & CRC AFFORDABLE HOUSING, LLC.	137 NE 60 ST	4,500	3	C	0.00%	NOT SOLD	Pending	01-3113-051-0100

ATTACHMENT A

Count	Infill Developer	Address	Lot Size	District	Lot % Complete	Sale Status	Pgm Enter Date	Follow Up
133	NANA & CRC AFFORDABLE HOUSING, LLC.	294 NE 58 ST	5,000	3	C	0.00%	Pending	01-3113-065-1170
134	NANA & CRC AFFORDABLE HOUSING, LLC.	1871 NW 41 ST	4,440	3	C	0.00%	Pending	01-3122-035-0871
135	PALMETTO HOMES OF MIAMI, INC.	2905 NW 98 ST	8,650	2	C	0.00%	9/3/2014	30-3104-003-0260
136	PALMETTO HOMES OF MIAMI, INC.	826 NW 98 ST	14,500	2	C	0.00%	8/28/2014	30-3102-013-0850
137	PALMETTO HOMES OF MIAMI, INC.	1900 NW 93 ST	5,250	2	C	0.00%	8/28/2014	30-3103-011-0250
138	PALMETTO HOMES OF MIAMI, INC.	1929 NW 96 ST	7,000	2	C	0.00%	8/28/2014	30-3103-019-0911
139	PALMETTO HOMES OF MIAMI, INC.	707 NW 95 TER	7,000	2	C	0.00%	8/28/2014	30-3102-013-0110
140	SOARING TO ACHIEVE RESULTS SYS DEV CT.	1157 NW 106 ST	5,200	2	C	0.00%	8/28/2014	30-2135-020-0130
141	SOARING TO ACHIEVE RESULTS SYS DEV CT.	2347 NW 103 ST	7,650	2	C	0.00%	8/28/2014	30-2134-012-0850
142	SOARING TO ACHIEVE RESULTS SYS DEV CT.	1832 NW 112 ST	5,300	2	C	0.00%	8/28/2014	30-2134-011-1680
143	SOARING TO ACHIEVE RESULTS SYS DEV CT.	1428 NW 99 ST	9,996	2	C	0.00%	8/28/2014	30-3102-010-0630
144	SOARING TO ACHIEVE RESULTS SYS DEV CT.	1907 NW 95 ST	6,875	2	C	0.00%	8/28/2014	30-3103-019-1090
145	WOMEN IN NEED OF DESTINY, INC. (WIND)	16332 NW 40 CT	4,280	1	C	0.00%	4/17/2015	34-2117-005-0020
146	WOMEN IN NEED OF DESTINY, INC. (WIND)	15695 NW 38 CT	9,600	1	C	0.00%	4/17/2015	34-2117-004-3090
147	WOMEN IN NEED OF DESTINY, INC. (WIND)	16301 NW 37 CT	6,420	1	C	0.00%	4/17/2015	34-2117-004-4020
148	WOMEN IN NEED OF DESTINY, INC. (WIND)	2291 NW 152 TER	6,500	1	C	0.00%	4/17/2015	34-2115-008-1100
149	WOMEN IN NEED OF DESTINY, INC. (WIND)	1935 NW 155 ST	4,950	1	C	0.00%	4/17/2015	34-2115-005-0050

Attachment B

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014, and Official Record Book 29294 Pages 2572-2576 of the Public Records of Miami-Dade County on September 3, 2014, and Extension of Deed Restrictions recorded in Official Record Book 29746, Pages 249-264 of Public Records of Miami-Dade County on August 20, 2015.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **CAZO CONSTRUCTION, CORPORATION**, a Florida corporation (hereinafter "Developer"), whose address is 3461 SW 8 Street, Miami, Florida 33135.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Records Book 29294 Pages 2577-2582 of the Public Records of Miami-Dade County on September 3, 2014 and Official Record Book 29294 Pages 2572-2576 of the Public Records of Miami-Dade County on September 3, 2014, and Extension of Deed Restrictions recorded in Official Record Book 29746, Pages 249-264 of Public Records of Miami-Dade County on August 20, 2015; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing No. Order 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the

Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible

home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors heirs and assigns” of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an “institutional lender” shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event,

the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -17 approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the day of , 2017.

IN WITNESS WHEREOF, the representative of CAZO CONSTRUCTION, CORPORATION, a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this 24 day of February, 2017, and it is hereby approved and accepted.

Taina Cazo
Witness/Attest

By: [Signature]
Name: ARMANDO CAZO
Title: PRES.

[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24 day of February, 2017, by Armando Cazo, as _____ of CAZO CONSTRUCTION, CORPORATION, a Florida corporation, and s/he () has produced _____ as identification or (✓) is personally known to me.

(SEAL)

[Signature]
Notary of State of Florida
Commission Number: FF925583

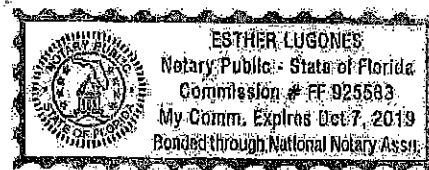


EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>	<u>ADDRESS</u>
30-3102-006-0150	WEST SILVER CREST PB 40-73 E1/2 LOT 5 BLK 2	1212 NW 103 St.
30-3102-010-0400	MIAMI PARK SEC 1 PB 44-95 LOT 7 BLK 3	1527 NW 99 ST
30-3103-008-0260	22 ND AVE MANOR PB 43-76 LOT 9 BLK 2	2120 NW 98 ST
30-3103-018-0430	CLEAR VIEW PARK PB 39-84 LOT 16 BLK 2	1784 NW 94 ST.
30-3103-019-0530	WOODLAND ADD PB 6-85 LOTS 1 & 2 BLK 13	2010 NW 99 Terr.
30-3121-016-0120	SEMINOLE CREST PB 15-62 N100FT LOT 12	3100 NW 53 ST
30-3122-008-1880	GARDEN CITY PB 5-73 LOT 11 & LOT 10 LESS N PORTION LYG IN R/W BLK 9	3910 NW 23 AVE
30-3122-021-0500	SUNNY SLOPE PK PB 15-11 LOT 22 BLK 3	5011 NW 23 AVE
30-5032-000-0420	W40FT OF S130FT OF E1/2 OF SE1/4 OF NE1/4 OF NE1/4 OF SW1/4 LESS S30FT SECTION 32 TOWNSHIP 55 SOUTH RANGE 40 EAST	10221 SW 178 ST.
30-5032-004-0980	PERRINE SUB PB B-79 LOT 8 LESS N50FT FOR ROAD BLK 12	10020 HIBISCUS ST
30-5032-010-0111	DIXIE HGTS GDNS PB 21-32 LOTS 7 & 8 BLK 2	10328 SW 172 ST.
30-5032-016-0530	ROSEHAVEN PB 49-49 LOT 11 BLK 4	10431 SW 183 ST
30-6007-000-0090	E50FT OF W100FT OF S170FT OF SE1/4 OF SW1/4 OF SW1/4 OF SW1/4 LESS S35FT FOR RD, in SECTION 7, TOWNSHIP 56 SOUTH, RANGE 40 EAST Less the North 5 feet of the South 40	11551 SW 216 St.
30-6018-003-0550	LINCOLN CITY SEC A PB 46-88 LOT 10 BLK 3	21765 SW 111 Ave.
30-6018-003-0970	LINCOLN CITY SEC A PB 46-88 LOT 13 BLK 5	11085 SW 219 ST.
30-6018-004-0310	VICTORY GARDENS PB 49-45 LOT 7 BLK 2	10760 SW 217 St.

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>	<u>ADDRESS</u>
30-6912-004-0170	SYMMES-SHARMAN TRACT PB 9-170 LOT 20 BLK 1	10910 SW 212 ST.
30-6912-004-0960	SYMMES-SHARMAN TRACT PB 9-170 LOT 9 BLK 6	11987 SW 218 ST.
30-6912-008-1640	DIXIE PINES PB31-51 W50FT OF E305FT OF S1/2 TR 16	12065 SW 213 ST.
30-6913-000-0522	BEG 300FTW & 333.17FTS OF NE COR OF SE1/4 OF NW1/4 TH E137.50FT S41.67FT W137.50FT N41.83FT M/L TO POB, SECTION 13, TOWNSHIP 56 SOUTH, RANGE 13 EAST	22180 SW 122 AVE
30-6913-001-0461	RICHARDS SUB PB 50-26 LOT 1 LESS N90FT BLK 7	22225 SW 119 AVE
30-6913-002-0070	RANDOLPHS ADDN TO GOULDS PB 6-52 LOT 16 BLK 1	21849 SW 118 CT
30-6913-002-0100	RANDOLPHS ADDN TO GOULDS PB 6-52 LOT 19 BLK 1	21915 SW 118 CT
30-6913-002-0130	RANDOLPHS ADDN TO GOULDS PB 6-52 LOT 22, BLK 1	11841 SW 220 ST
30-6934-003-0630	SUNNY HAVEN PB 47-6 LOT 16 BLK 4	26405 SW 139 AVE
30-6934-006-0040	BOOKER HOMESITIES PB 24- 35 LOTS 6 TO 8 INC	14360 SW 272 ST

<u>FOLIO</u>	<u>LEGAL DESCRIPTIONS</u>	<u>ADDRESS</u>
30-6913-011-2420	SILVER PALM PARK PB 25-13 LOT 19 BLK 17	About SW 122 PL & SW 232 ST.
30-6913-011-2410	SILVER PALM PARK PB 25-13 LOT 18 BLK 17	About SW 122 PL & SW 232 ST.
30-6913-011-2400	SILVER PALM PARK PB 25-13 LOT 17 BLK 17	About SW 122 PL & SW 232 St.
30-5032-000-0590	The West 65 Ft of the South 130 Ft of the East 1/2 of the S.W. 1/4 of the N.W. 1/4 of the N.E. 1/4 of the S.W. 1/4 and the West 50 Ft of the North 100 Ft of the South 230 Ft of the East 1/2 of the S.W. 1/4 of the N.W. 1/4 of the N.E. 1/4 of the S.W. 1/4 of the Section 32, Township 55 South, Range 40 East less the South 30 FT for the Right of Way.	10360 SW 177 ST
30-3128-011-2240	MELROSE HGTS 3RD SEC PB 13-18 LOT 14 BLK 31	About 30XX NW 29 ST.
30-3128-011-1060	MELROSE HGTS 3 RD SEC PB 13-18 LOT 2 BLK 24	About 29XX NW 30 St.
30-3122-000-0510	BEG AT PT 462FTS & 25FTW OF NE COR OF W1/2-NE1/4-SW1/4-NW1/4 W 141.95FT N75FT E141.90FT S75FT TO POB, SECTION 22 TOWNSHIP 53 SOUTH RANGE 41 EAST	4846 NW 24 CT
30-3116-009-1080	HIALEAH HGTS PB 28-24 LOT 35 BLK 4	About NW 32 Ave. & NW 58 ST.
30-2134-000-0350	BEG 179.25FTS & 535.86FTE OF THE INTERSECTION OF C/L 27 AVE & S/L LITTLE RIVER CANAL TH S123.4FT E67.5FT N123.4FT W TO POB	2610 NW 106 ST
30-5032-015-0220	MIDWAY PB 3-177 LOT 25	10210 SW 183 ST.

Attachment C

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company and a not-for-profit entity (hereinafter "Developer"), whose address is 6001 N.W. 8th Avenue, Miami, Florida 33127.

WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of

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Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

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"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such

mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution Nos. R-____, R-____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of ____, 20____ and the ____ day of ____, 20____ ..

IN WITNESS WHEREOF, the representative of **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company and a not for profit entity, has caused this document to be executed by their respective and duly authorized representative, on this 21st day of March, 2017, and it is hereby approved and accepted.

Witness/Attest

Dollita Pinkhasov

Witness/Attest

Alfredo J. Duran

Collective Developers LLC,
a Florida limited liability company

by: Collective Empowerment Group
of South Florida Inc., a Florida
not-for-profit corporation,
as its Sole Member

by: Robert Joaquin Willis
Name: Rev. Dr. R. Joaquin Willis
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 21st day of March, 2017, by Rev. Dr. R. Joaquin Willis, as President of Collective Empowerment Group of South Florida, Inc., a Florida not-for-profit corporation, as Sole Member of **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company, and he has produced FL Drivers License as identification or he is personally known to me.

(SEAL)

Natasha Bordes

Notary of State of: Florida

Commission Number: FF 946715



EXHIBIT "A"

30-3122-060-0010	MODEL ESTS SUB NO 2-REV PB 107-71 LOT 1A BLK 2
30-3121-026-0700	21 53 41 ROOSEVELT PARK PB 9-90 LOT 10 & LOT 11 LESS W3FT BLK 3
30-3121-028-0340	ROOSEVELT PK ADD NO 1 PB 9-165 LOTS 1 & 2 BLK 8
30-3115-005-3760	LIBERTY CITY PB 7-79 LOT 7 & 8 BLK 14
30-3115-005-5610	15 53 41 LIBERTY CITY PB 7-79 LOTS 10 & 11 BLK 20
30-3115-040-0301	15 53 41 HIGHRIDGE PARK PB 17-5 S44FT OF LOTS 15 & 16 BLK 2
30-3121-000-0290	21 53 41 .17 AC BEG SE COR OF SW1/4 OF SW1/4 OF NE1/4 N195FT W122.2FT FOR POB W90 FT S80FT E90FT N80FT TO POB
30-3101-013-0440	SECURITY HOMESITES PB 39-21 LOT 2 BLK 5
30-3111-031-1070	11 53 41 OAKLAND PARK PB 10-50 LOTS 1-2 & N1/2 LOT 3 BLK 6
30-3115-000-0100	15 53 41 BEG 600FTN OF SE COR OF SE 1/4 OF SW1/4 OF NE1/4 N50FT W150FT S50FT E150FT TO POB
30-3115-000-0300	15 53 41 BEG 150FTN OF SE COR OF E1/2 OF SE1/4 OF SW1/4 OF NE1/4 OF N100FT W150FT S100FT E150FT TO POB
01-3218-007-0030	18 53 42 ACADIA SUB PB 3-216 LOT 3
01-3113-024-1730	SEVENTH AVE HIGHLANDS PB 14-13 LOTS 29 & 30 BLK 9
01-3113-060-0660	BISCAYNE AVE TR PB 3-195 LOT 19 BLK 4
01-3122-008-1800	GARDEN CITY PB 5-73 E68.63FT OF LOTS 29 & 30 BLK 8
01-3123-011-0740	23 53 41 CRESTWOOD PB 8-7 LOT 15 BLK 4
01-3123-012-0210	PALM PARK AMD PB 7-43 ALL OF LOT 23 & LOT 24 LESS E5.2FT BLK 1
01-3123-018-0120	ALLAPATTAH VIEW PB 12-67 LOT 13 BLK 1
01-3123-038-0500	CEDARHURST PB 11-18 LOT 52 & STRIP 35FT X 50FT ADJ LOT 52 ON S
01-3124-013-2550	24 53 41 RAILWAY SHOPS ADD AMD PB 3-183 E1/2 LOT 8 ALL LOT 9 & W25.6FT LOT 21 BLK 14

Attachment D

Instrument prepared by and returned to:

Terrence A. Smith

Assistant County Attorney

111 N.W. 1st Street, Suite 2810

Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED (CDBG)

THIS DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY, a Political Subdivision of the State of Florida**, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company and a not-for-profit entity (hereinafter "Developer"), whose address is 6001 N.W. 8th Avenue, Miami, Florida 33127.

WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of

Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. Within thirty (30) days of closing on the sale of the home to the qualified household, Grantee shall submit a report to Miami-Dade County's Public Housing and Community Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the Community Development Block Grant investment. Program income is defined as the income from the sale of the houses
 5. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 6. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

7. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:

- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
- b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
- c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.

9. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a

Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

10. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

11. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution Nos. R-____, R-____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of ____, 20____ and the ____ day of ____, 20____ ..

IN WITNESS WHEREOF, the representative of **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company and a not for profit entity, has caused this document to be executed by their respective and duly authorized representative, on this 21st day of March, 2017, and it is hereby approved and accepted.

Witness/Attest

Dollila Pinkhasov

Witness/Attest

Alfredo J. Duran

Collective Developers LLC,
a Florida limited liability company

by: Collective Empowerment Group
of South Florida Inc., a Florida
not-for-profit corporation,
as its Sole Member

by: Robert Joaquin Willis
Name: Rev. Dr. R. Joaquin Willis
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me on this 21st day of March, 2017, by Rev. Dr. R. Joaquin Willis, as President of Collective Empowerment Group of South Florida, Inc., a Florida not-for-profit corporation, as Sole Member of **COLLECTIVE DEVELOPERS LLC**, a Florida limited liability company, and he has produced FL Drivers License as identification or he is personally known to me.

(SEAL)

Natasha Bordes
Notary of State of: Florida
Commission Number: FF 946715



EXHIBIT "A"

30-3122-060-0020	MODEL ESTS SUB NO 2-REV PB 107-71 LOT 2A BLK 2
30-3122-015-0050	MANHATTAN PARK PB 18-38 LOT 5 BLK 1
30-3122-015-0060	MANHATTAN PARK PB 18-38 LOT 6 BLK 1 AKA PARCEL 96-3
30-3122-015-0070	MANHATTAN PARK PB 18-38 PORT LOT 7 BLK 1 LYG W PB 104-63
30-3122-015-0110	MANHATTAN PARK PB 18-38 PORT LOT 16 BLK 1 LYG W OF PB 104-63
30-3122-015-0120	MANHATTAN PARK PB 18-38 PARCEL 96-12 AKA LOTS 17 & 18 BLK 1

Attachment E

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 28526 Pages 1955-1959 of the Public Records of Miami-Dade County on March 3, 2013, the County Deed recorded in Official Record Book 29294 Pages 2428-2432 of the Public Records of Miami-Dade County on September 3, 2014, and County Deed recorded in Official Record Book 30101 Pages 2408-2413 of the Public Records of Miami-Dade County on June 6, 2016.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HOUSING PROGRAMS, INC.**, a Florida not-for-profit 501(c)(3) corporation (hereinafter "Developer"), whose address is 683 N. Biscayne River Dr., Miami, Florida 33169.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deeds recorded in Official Record Book 28526 Pages 1955-1959 of the Public Records of Miami-Dade County on March 3, 2013, Official Record Book 29294 Pages 2428-2432 of the Public Records of Miami-Dade County on September 3, 2014, and in Official Record Book 30101 Pages 2408-2413 of the Public Records of Miami-Dade County on June 6, 2016; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing Order No. 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this

Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive

Covenant” recorded simultaneously herewith, which states that the Property shall remain affordable during the “Control Period.” The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant.”

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic’s lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the “successors heirs and assigns” of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an “institutional lender” shall

mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2017.

IN WITNESS WHEREOF, the representative of HOUSING PROGRAMS, INC., a Florida not-for-profit 501(c)(3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 27 day of February, 2017, and it is hereby approved and accepted.

Mary Pacheco
Witness/Attest Mary Pacheco

Alan
Witness/Attest ALAN KSON

By: D. Isaac
Name: ISAAC SIMON
Title: L.E.O.

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of February, 2017, by _____ as _____ of HOUSING PROGRAMS, INC., a Florida not-for-profit 501(c)(3) corporation, and s/he () has produced S 560-400-64-336-0 as identification or (✓) is personally known to me.

(SEAL)
Keara Paffner
Notary of- State of Florida
Commission Number: _____



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-3103-025-0040	S1/2 LOT 5 & ALL LOT 6, BLOCK 1, NICHOLS COURT, thereof, as recorded in Official Records Book 21 at Page 7, of Public Records of Miami-Dade County, Florida.
30-3104-003-3701	LOT 11, BLOCK 53, THE TROPICS AMD PL, thereof, as recorded in Official Records Book 10 at Page 17, of Public Records of Miami-Dade County, Florida.
30-3104-007-0320	LOT 6, BLOCK 6, FRESNO PARK, thereof, as recorded in Official Records Book 16 at Page 55, of Public Records of Miami-Dade County, Florida.
30-3103-024-0300	LOT 21 LESS W35FT, BLOCK 3, MOUNT MARIE, thereof, as recorded in Official Records Book 26 at Page 36, of Public Records of Miami-Dade County, Florida.
30-3103-019-1100	LOT 5 LESS S15 FT FOR ROAD AND LESS E5FT, BLOCK 22, WOODLAND ADD, thereof, as recorded in Official Records Book 6 at Page 85, of Public Records of Miami-Dade County, Florida.
30-3122-029-0380	E42 FT LOTS 16 & 17, BLOCK 2, BUCKEYE PARK, thereof, as recorded in Official Records Book 13 at Page 69, of Public Records of Miami-Dade County, Florida.
30-3103-023-0110	S5FT OF LOT 29 & ALL LOT 30 & N10FT OF LOT 31, PHELANS MANOR, thereof, as recorded in Official Records Book 30 at Page 6, of Public Records of Miami-Dade County, Florida.
30-3103-022-0050	W1/2 OF S1/2 LOT 3 & E32.5 FT OF S1/2 OF LOT 4, BLOCK 3, HOME ACRES, thereof, as recorded in Official Records Book 5 at Page 110, of Public Records of Miami-Dade County, Florida.
01-3114-017-0110	NORTH LIBERTY CITY AMD PB 41-31 LOT 19 BLK 1
01-3114-017-0100	NORTH LIBERTY CITY AMD PB 41-31 LOTS 17 & 18 BLK 1

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
01-3113-006-0330	PRAMAR SUB PB 8-110 LOT 36 LESS S6FT for Street
01-3123-035-0260	N. MIAMI EST 1st ADD PB 6-21 LOT 4 BLK D
01-3126-008-0260	SUWANNEE PARK PB 12-69 LOT 30 BLOCK 1
01-3126-008-0265	SUWANNEE PARK PB 12-69 LOT 31 BLOCK 1
01-3114-017-0190	NORTH LIBERTY CITY AMD PB 41-31 LOT 27 BLK 1
01-3114-036-2250	SEVENTH AVE PARK PB 17-17 LOT 9 BLK 11
01-3114-036-0200	SEVENTH AVE PARK PB 17-17 LOT 6 BLK 2
01-3113-024-2510	SEVENTH AVE PARK PB 14-13 LOT 7 BLK 14
01-3114-036-0380	SEVENTH AVE PARK PB 17-17 LOT 3 BLK 3

Attachment F

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 29260 Pages 4819-4823 of the Public Records of Miami-Dade County on August 6, 2014.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **LITTLE HAITI HOUSING ASSOCIATION, INC. d/b/a HAITIAN AMERICAN COMMUNITY DEVELOPMENT CORPORATION**, a Florida not-for-profit 501(c)(3) corporation (hereinafter "Developer"), whose address is 181 NE 82 Street, Miami, Florida 33138.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record Book 29260 Pages 4819-4823 of the Public Records of Miami-Dade County on August 6, 2014; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing Order No. 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the

event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2017.

IN WITNESS WHEREOF, the representative of LITTLE HAITI HOUSING ASSOCIATION, INC. d/b/a HAITIAN AMERICAN COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit 501(c)(3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 1st day of February, 2017, and it is hereby approved and accepted.

William L. Wilk
Witness/Attest

William L. Wilk

By:

Name:

Title:

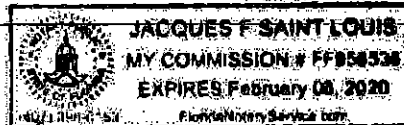
Samuel Diller
Executive Director

Schiller Ambrose
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 1st day of March, 2017, by Samuel Diller as of LITTLE HAITI HOUSING ASSOCIATION, INC. d/b/a HAITIAN AMERICAN COMMUNITY DEVELOPMENT CORPORATION, a Florida not-for-profit 501(c)(3) corporation, and s/he () has produced identification or (☒) is personally known to me.

(SEAL)



Samuel Diller
Notary of State of Florida
Commission Number FF 956536

EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-2135-022-0170	35 52 41 AVOCADO GROVE PB 1-2, W150FT OF N50FT OF S350FT OF TR 10 AS MEASURED FROM C/L OF 111 ST
30-3102-013-0830	PINE WOOD PARK PB 6-42, LOT 12 BLK 12

Attachment G

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the Amended and Restated County Deed recorded in Official Record Book 29867 Pages 1255-1260 of the Public Records of Miami-Dade County on November 25, 2015.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 201 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC.**, a Florida not-for-profit 501(c)(3) corporation (hereinafter "Developer"), whose address is 7855 NW 12 Street, Suite 206, Miami, Florida 33126.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record Book 29016, Pages 2767-2770, of the Public Records of Miami-Dade County on February 4, 2014; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing Order No. 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the

event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the ____ day of _____, 2017.

IN WITNESS WHEREOF, the representative of MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC., a Florida not-for-profit 501(c)(3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 17 day of February, 2017, and it is hereby approved and accepted.

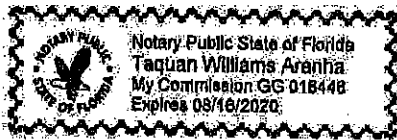
Chris Gullery
Witness/Attest

By: Audrey Robertson
Name: Audrey Robertson
Title: Executive Director

Maguan W. Araha
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 17th day of February, 2017, by Audrey Robertson as Executive Director of MIAMI-DADE AFFORDABLE HOUSING FOUNDATION, INC., a Florida not-for-profit 501(c)(3) corporation, and s/he () has produced _____ as identification or (☒) is personally known to me.



(SEAL)

Maguan W. Araha
Notary of State of FLORIDA
Commission Number: GG 018448

EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO NUMBER</u>	<u>LEGAL DESCRIPTION</u>
30-2135-002-1470	LOTS 22 and 23 BLOCK 8, PINWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91, of Public Records of Miami-Dade County, Florida.
06-2126-020-0270	LOT 7 BLOCK 2 , DE PAULY HEIGHTS, thereof, as recorded in Official Records Book 49 at Page 8, of Public Records of Miami-Dade County, Florida.
30-2135-002-1100	LOTS 22 thru 24 BLOCK 6, PINWOOD PARK EXTENSION, thereof, as recorded in Official Records Book 34 at Page 91 of Public Records of Miami-Dade County, Florida.
30-2135-010-0290	LOT 13 BLOCK 12 ,LAWNDALE 4 th ADDITION , thereof, as recorded in Official Records Book 47 at Page 31 ,of Public Records of Miami-Dade County, Florida.

Attachment H

Instrument prepared by and returned to:

Terrence A. Smith

Assistant County Attorney

111 N.W. 1st Street, Suite 2810

Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED

THIS DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 22121 South Dixie Highway, Miami, Florida 33170.

WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of

Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such

mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution Nos. R-_____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 20____ and the _____ day of _____, 2017, respectively.

IN WITNESS WHEREOF, the representative of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 16 day of February, 2017, and it is hereby approved and accepted.

[Signature]
Witness/Attest

By: [Signature]
Name: Leroy Jones
Title: Director

[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of February, 2017, by _____ as _____ of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, and s/he () has produced _____ as identification or (☒) is personally known to me.

(SEAL) [Signature]

Marlene Lee
Notary of- State of Florida
Commission Number: FF 172020

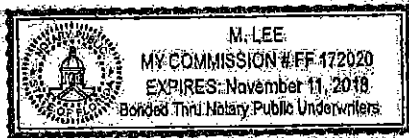


EXHIBIT "A"
LEGAL DESCRIPTION

30-3111-038-0210	COMM LIBERTY CITY 2ND SEC PB 18-55, LOTS 33 & 34 BLK 8
30-3115-010-0180	BULLARDS PB 9-96, LOT 20
30-3115-005-3800	LIBERTY CITY PB 7-79 LOT 13 BLK 14
30-3115-005-1060	LIBERTY CITY PB 7-79 LOT 34 BLK 4
30-3115-005-2110	LIBERTY CITY PB 7-79 LOT 19 BLK 8
30-3115-005-2411	LIBERTY CITY PB 7-79 LOT 25 BLK 9
30-3115-005-2970	LIBERTY CITY PB 7-79 LOT 17 BLK 11
30-3115-005-3780	LIBERTY CITY PB 7-79 LOT 11 BLK 14
30-3115-005-5250	LIBERTY CITY PB 7-79 LOT 5 BLK 19
30-3115-005-5590	LIBERTY CITY PB 7-79 LOT 7 BLK 20
30-3121-000-0050	BEG AT SE COR OF SW1/4 OF SW1/4 OF NE1/4 N115FT & W244.4FT FOR POB TH N40FT W90FT S40FT E 90 FT TO POB
30-3115-005-3270	LIBERTY CITY PB 7-79 LOT 16 BLK 12
01-3114-018-0090	NEW LIBERTY CITY PB 39-2 LOT 10 LESS S 5FT BLK 1
01-3114-018-1180	17TH AVE MANOR PB 18-43 LOT 5 BLK 7
30-3121-033-0430	LAURAVILLE GARDENS PB 22-28 LOT 24 LESS W10FT BLK 2
01-3113-042-1250	BUENA VISTA GDNS PB 5-45 LOT 2 LESS W40.20FT LYG IN R/W BLK 8
30-3115-005-1070	LIBERTY CITY PB 7-79 LOT 35 BLK 4

30-3121-033-0760	LAURAVILLE GARDENS PB 22-28 LOT 13 BLK 5
30-3122-000-0071	S 46FT OF N 108FT OF S1/2 OF SE1/4 OF NW 1/4 OF NW 1/4 LESS W 532 FT AND LESS E 25 FT
30-3111-023-0260	CORR PLAT OF LIBERTY CITY PARK PB 41-65 LOT 11 BLK 2
30-3111-035-1250	STEPHENS MANOR PB 14-18 LOT 21 BLK 8
01-3122-047-0060	17TH AVE MANOR 2ND ADD PB 21-23 LOT 8 BLK 1
01-3122-014-0481	17TH AVE MANOR PB 18-43 LOT 2 BLK 4
01-3122-014-1180	17TH AVE MANOR PB 18-43 LOT 5 BLK 7
01-3113-051-0100	ROCKMOOR VILLA TR PB 4-182 LOT 1 BLK 2
01-3113-065-1170	DIXIE HIGHWAY TR PB 5-24 LOT 2 BLK 9
01-3122-035-0871	ALLAPATTAH SCHOOL PB 5-99 LOT 88 BLK 6

Attachment I

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

COUNTY DEED (CDBG)

THIS DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company (hereinafter "Developer"), whose address is 22121 South Dixie Highway, Miami, Florida 33170.

WITNESSETH: That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this

Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. Within thirty (30) days of closing on the sale of the home to the qualified household, Grantee shall submit a report to Miami-Dade County's Public Housing and Community Development indicating the size of the household, ethnicity of the household, and the amount of Program income generated from the amount (percentage) of the Community Development Block Grant investment. Program income is defined as the income from the sale of the houses.
 5. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 6. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 7. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of

conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

8. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
9. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements,

and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

10. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
11. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution Nos. R-_____-17 approved by the Board of County Commissioners of Miami-Dade County, Florida, on the _____ day of _____, 20____ and the _____ day of _____, 2017, respectively.

IN WITNESS WHEREOF, the representative of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, has caused this document to be executed by their respective and duly authorized representative on this 16 day of February, 2017, and it is hereby approved and accepted.

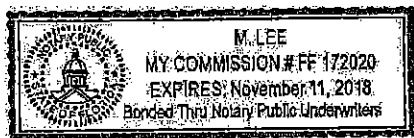
[Signature]
Witness/Attest

By: [Signature]
Name: Leroy Jones
Title: Director

[Signature]
Witness/Attest

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 21st day of February, 2017, by _____ as _____ of NANA & CRC AFFORDABLE HOUSING LLC, a Florida limited liability company, and s/he () has produced _____ as identification or (☒) is personally known to me.



(SEAL) [Signature]

Marlene Lee
Notary of State of Florida
Commission Number: FF 172020

EXHIBIT "A"
LEGAL DESCRIPTION

30-3115-005-2920	LIBERTY CITY PB 7-79 LOT 11 BLK 11
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Attachment J

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 29289 Pages 1674-1678 of the Public Records of Miami-Dade County on August 28, 2014 and Official Record Book 29289 Pages 1679-1683 of the Public Records of Miami-Dade County on August 28, 2014.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 201 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **PALMETTO HOMES of MIAMI, INC.**, a Florida corporation (hereinafter "Developer"), whose address is 4952 NW 7 Avenue, Miami, Florida 33127.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Records 29289 Pages 1674-1678 of the Public Records of Miami-Dade County on August 28, 2014 and Official Record Book 29289 Pages 1679-1683 of the Public Records of Miami-Dade County on August 28, 2014; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing No. Order 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this

Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive

Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall

mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -17 approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the day of , 2017.

IN WITNESS WHEREOF, the representative of PALMETTO HOMES of MIAMI, INC., a Florida corporation, has caused this document to be executed by their respective and duly authorized representative on this 27 day of February, 2017, and it is hereby approved and accepted.

[Signature]
Witness/Attest ALAN CAIRO

[Signature]
Witness/Attest ALAN ESON

By: [Signature]
Name: ARON LUNDY
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 27 day of February, 2017, by _____, as _____ of PALMETTO HOMES of MIAMI, INC., a Florida corporation, and s/he () has produced L33D-015-69-184-0 as identification or (☒) is personally known to me.

(SEAL)

[Signature]
Notary of- State of Florida
Commission Number: _____



EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>	<u>ADDRESS</u>
30-3102-013-0110	PINEWOOD PARK PB 6-42 LOT 8 BLK 3	707 NW 95 TER
30-3103-019-0911	WOODLAND ADDN PB 6-85 LOT 9 BLK 18	
30-3103-011-0250	AIRLINE ESTS PB 44-59 E50FT LOT 5 BLK 11	1900 NW 93 ST
30-3102-013-0850	PINEWOOD PARK PB 6-42 LOTS 3 & 4 & N10FT OF LOT 10 BLK 13	
30-3104-003-0260	AMD PLAT OF THE TROPICS PB 10-17 LOT 11 BLK 3	2905 NW 98 ST

Attachment K

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 30006 Pages 4846-4851 of the Public Records of Miami-Dade County on March 21, 2016 and Official Record Book 27560 Pages 1213-1216 of the Public Records of Miami-Dade County on January 20, 2011 and Amended and Restated County Deed recorded in Official Record Book 29996 Pages 711-716 of the Public Records of Miami-Dade County on March 11, 2016 and recorded in Official Record Book 29197 Pages 1461-1464 of the Public Records of Miami-Dade County on June 18, 2014 and recorded in Official Record Book 29996 Pages 705-710 of the Public Records of Miami-Dade County on March 11, 2016 and recorded in Official Record Book 30186 Pages 4331-4336 of the Public Records of Miami-Dade County on August 10, 2016 and recorded in Official Record Book 30046 Pages 1479-1484 of the Public Records of Miami-Dade County on April 21, 2016 and recorded in Official Record Book 30046 Pages 4185-1490 of the Public Records of Miami-Dade County on April 21, 2016.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of _____, 2017 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **HABITAT FOR HUMANITY OF GREATER MIAMI, INC.**, a Florida for-not-for profit 501 (c)(3) corporation (hereinafter "Developer"), whose address is 3800 NW 22 Avenue, Miami, Florida 33142.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deeds recorded in Official Record Book 30006 Pages 4846-4851 of the Public Records of Miami-Dade County on March 21, 2016 and Official Record Book 27560 Pages 1213-1216 of the Public Records of Miami-Dade County on January 20, 2011 and Amended and Restated County Deed recorded in Official Record Book 29996 Pages 711-716 of the Public Records of Miami-Dade County on March 11, 2016 and recorded in Official Record Book 29197 Pages 1461-1464 of the Public Records of Miami-Dade County on June 18, 2014 and recorded in Official Record Book 29996 Pages 705-710 of the Public Records of Miami-Dade County on March 11, 2016 and recorded in Official Record Book 30186 Pages 4331-4336 of the Public Records of Miami-Dade County on August 10, 2016 and recorded in Official Record Book 30046 Pages 1479-1484 of the Public Records of Miami-Dade County on April 21, 2016 and recorded in Official Record Book 30046 Pages 4185-1490 of the Public Records of Miami-Dade County on April 21, 2016; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$149,000.00 to \$175,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing No. Order 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No.17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is

established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.

2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:
 - a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above One Hundred and Seventy-Five Thousand and 00/100 (\$175,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.

6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
- a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the

Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:


By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -17 approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the day of , 2017.

IN WITNESS WHEREOF, the representative of HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida not-for-profit 501(c)(3) corporation, has caused this document to be executed by their respective and duly authorized representative on this _____ day of _____, 2017, and it is hereby approved and accepted.


Witness/Attest Karin Wright

Yolanda Henderson
Witness/Attest Yolanda Henderson

By: 
Name: Mario Artecona
Title: CEO

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 14th day of March, 2017, by Mario Artecona, as CEO of HABITAT FOR HUMANITY OF GREATER MIAMI, INC., a Florida not-for-profit 501(c)(3) corporation, and s/he () has produced as identification or (X) is personally known to me.



Lissetta Gomez
Commission # GG17287
Expires: November 27, 2020
Bonded thru Aaron Notary


(SEAL) 
Lissetta Gomez
Notary of State of Florida
Commission Number: GG17287

EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>	<u>ADDRESS</u>
30-5032-016-0685	PB 49-49 W1/2 LOT 12 BLK 5 PER W/P #22414	3800 NW 22 AVE MIAMI, FL 33142
01-3114-019-0640	HENRY FORD SUB NO 2 PB 9-119 LOTS 33 & 34 BLK 3	733 NW 69 ST Miami, FL 33150
01-3114-035-0990	ORANGE HEIGHTS PB 14-62 LOT 1 BLK 7	1498 NW 59 ST Miami, FL 33142
30-3115-020-0301	PB 4-129 LOT 2 BLK 10	About 2120 NW 68 ST Miami, FL 33147
01-3114-035-2810	ORANGE HGTS PB 14-62 LOT 10 BLK 15	1606 NW 58 TER Miami, FL 33142
01-3114-035-2815	ORANGE HGTS PB 14-62 LOT 11 BLK 15	About 1548 NW 58 TER Miami, FL 33142
01-3114-035-2820	ORANGE HGTS PB 14-62 LOT 12 BLK 15	About 1546 NW 58 TER Miami, FL 33142
01-3126-008-0010	SUWANNEE PARK PB 12-69 LOT 1 LESS ST BLK 1	798 NW 35 ST Miami, FL 33127
30-3111-031-0781	OAKLAND PARK PB 10-50 LOTS 33 & 34 BLK 4	7530 NW 15 AVE Miami, FL 33147
30-3115-024-0190	FLORAL HGTS SEC B PB 12-15 LOT 21 BLK 1	2135 NW 57 ST Miami, FL 33142
30-3115-025-0180	GORRAY PARK PB 12-30 LOT 20 BLK 1	2267 NW 57 ST Miami, FL 33142
30-3115-034-0280	HOMEVILLE PB 16-72 LOT 12 BLK 2	About 2219 NW 58 ST Miami, FL 33142
30-3121-034-1735	SEMINOLE LAWN PB 16-4 LOT 8 BLK 10	3362 NW 51 ST Miami, FL 33142
30-3121-034-1740	SEMINOLE LAWN PB 16-4 LOT 9 BLK 10	3366 NW 51 ST Miami, FL 33142
30-3122-052-5240	FLORAL PK PB 8-5 LOT 20 BLK 29	1937 NW 51 TER Miami, FL 33142
30-3122-029-0430	BUCKEYE PK PB 13-69 N1/2 OF LOT 22 & ALL OF LOT 23	4435 NW 23 AVE Miami, FL 33142
30-5032-000-0930	E1/2 OF N1/2 OF E1/2 OF NW1/4 OF SE1/4 OF NE1/4 OF SW1/4 & LESS 30	10254 SW 178 ST Miami, FL 33157
30-5032-013-0840	W77FT OF E154FT LOT 6 LESS N 104FT & LESS S25FT BLK 5	10465 SW 172 ST Miami, FL 33157
30-5032-012-0190	WEST PERRINE PB 43-15 W1/2 OF S1/2 OF LOT 2 BLK 3 AS DESC IN DECL OR 24776-1235	About 10529 SW 178 ST Miami, FL 33157
30-6913-011-1290	SILVER PALM PARK PB 25-13 LOT 26 BLK 12	About 22881 SW 123 CT Miami, FL 33170

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Attachment L

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deeds recorded in Official Record Book 29289 Pages 1735-1739 of the Public Records of Miami-Dade County on August 28, 2014; and recorded in Official Record Book 29289 Pages 1740-1744 of the Public Records of Miami-Dade County on August 28, 2014; and the Extension of Deed Restriction recorded in Official Record Book 29757 Pages 102-114 of the Public Records of Miami-Dade County on August 28, 2015.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this _____ day of _____, 201 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC.**, a Florida Not-for-profit corporation (hereinafter "Party of the Second Part"), whose address is 1801 NW 186th Street, Miami, Florida 33056.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" of the County Deeds were conveyed to the Developer through that certain County Deeds recorded in Official Record 29289 Pages 1735-1739 of the Public Records of Miami-Dade County on August 28, 2014 and recorded in Official Record Book 29289 Pages 1740-1744 of the Public Records of Miami-Dade County on August 28, 2014; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing Order No. 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of

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Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis penden, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such

mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R-_____-__ approved by the Board of County Commissioners of Miami-Dade County, Florida, on the __ day of _____, 201__.

IN WITNESS WHEREOF, the representative of SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC., Florida Not-for-profit corporation, has caused this document to be executed by their respective and duly authorized representative on this 6 day of MARCH, 2017, and it is hereby approved and accepted.


CARLOS ROULE
Witness/Attest

By: [Signature]
Name: CARLOS ROULE
Title: Director/President

[Signature]
Witness/Attest Sherra McLeod

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 6 day of MARCH, 2017, by ERIK ROULE, as Director/President of SOARING TO ACHIEVE RESULTS SYSTEMATICALLY DEVELOPMENTAL CENTER, INC., Florida Not-for-profit corporation, and s/he () has produced _____ as identification or (✓) is personally known to me.

(SEAL)
[Signature]
ARON M. ZEIGLER
Notary of State of
Commission Number EE882846



ARON M. ZEIGLER
MY COMMISSION #EE882846
EXPIRES March 12, 2017
FloridaNotaryService.com

EXHIBIT "A"

LEGAL DESCRIPTIONS

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
30-2134-012-0850	ACME GULFAIR 1ST ADDN PB 44-57, LOT 13 & W 10 FT OF LOT 12 LESS S 15FT THEREOF FOR R/W BLK 8
30-2134-011-1680	QUEENS PARK PB 20-22, LOTS 9 & 10 BLK 10
30-3102-010-0630	MIAMI PARK SEC 1 PB 44-95, LOT 3, BLK 5
30-3103-019-1090	WOODLAND ADD PB 6-85, LOT 4 & E5FT OF LOT 5 LESS S 15FT, FOR ROAD BLK 22
30-2135-020-0130	NORTH SILVER CREST ADD, PB 17-38, LOT 21 BLK 1

Attachment M

Instrument prepared by and returned to:
Terrence A. Smith
Assistant County Attorney
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128

Folio No: See Exhibit "A" attached.

This Amended and Restated County Deed shall supersede and replace the County Deed recorded in Official Record Book 29581 Pages 3330-3334 of the Public Records of Miami-Dade County on April 17, 2015.

AMENDED AND RESTATED COUNTY DEED

THIS AMENDED AND RESTATED DEED, made this ____ day of ____, 2017 by **MIAMI-DADE COUNTY**, a Political Subdivision of the State of Florida, (hereinafter "County"), whose address is: Stephen P. Clark Center, 111 N.W. 1 Street, Miami, Florida 33128-1963, and **WOMEN IN NEED OF DESTINY, INC.**, a Florida not-for-profit 501(c)(3) corporation (hereinafter "Developer"), whose address is 20022 NW 12 Ct., Miami, Florida 33169.

RECITALS

WHEREAS, the real properties as more fully described in Exhibit "A" were conveyed to the Developer through that certain County Deed recorded in Official Record 29581 Pages 3330-3334 of the Public Records of Miami-Dade County on April 17, 2015; and

WHEREAS, the Developer has applied for an increase in the sales price cap for the completion of development of the affordable housing on the Property and the County has agreed to the increase the sales price cap from \$175,000.00 to \$205,000.00; and

WHEREAS, the Infill Developer agrees to develop and sell the Infill lots in accordance with the updated provisions contained in the Code of Miami-Dade County, Article VII, Section 17-121 through 17-128.1; Implementing Order No. 3-44; and Infill Housing Initiative Program Guidelines; and

WHEREAS, on February 7, 2017, the Miami-Dade Board of County Commissioners (the "Board") adopted Ordinance No. 17-8, which amended Chapter 17, Article VII of the Code of Miami-Dade County, which is more commonly known as the Miami-Dade Infill Housing Initiative Program ("Infill Housing Program"); and

WHEREAS, the Board also adopted Resolution No. R-145-17, which amended Implementing Order No. 3-34 related to the administration of the Infill Housing Program, and which approved the Infill Housing Initiative Program Guidelines; and

WHEREAS, prior the adoption of Ordinance No. 17-8 and Resolution No. R-145-17, the Board authorized the conveyance of certain County-owned properties (the "Properties"), which are more fully described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the Developer wishes to develop the Properties and sell the homes constructed on the Properties in accordance with the Infill Housing Program, as amended by Ordinance No. 17-8 and Resolution No. R-145-17; and

WHEREAS, the Board adopted Resolution No. R-____-17, which approved the Developer's request,

WITNESSETH:

That the County, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) to it in hand paid by the Developer, receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Developer, their heirs and assigns forever, the following described land lying and being in Miami-Dade County, Florida (hereinafter the "Properties"):

As legally described in Exhibit "A" attached hereto and made a part hereof

THIS CONVEYANCE IS SUBJECT TO all zoning, rules, regulations and ordinances and other prohibitions imposed by any governmental authority with jurisdiction over the Properties; existing public purpose utility and government easements and rights of way and other matters of record; taxes for the year of closing and subsequent years and the following restrictions:

1. That the Properties shall be developed with affordable housing, as defined by and in accordance with the requirements of the Infill Housing Initiative Program established in Sections 17-121 through 17-128 of the Code of Miami-Dade County, Implementing Order No. 3-44, and the Miami-Dade County's Infill Housing Initiative Guidelines. The Developer shall sell such affordable housing to qualified homebuyers whose income range is established up to 140% of the most recent median family income for the County reported by the United States Department of Housing and Urban Development. Prior to such conveyance, a restrictive covenant, in a form approved by the County in its sole discretion, shall be executed by each qualified homebuyer, and such restrictive covenant shall be recorded in the public records of Miami-Dade County.
2. That the Properties shall be developed within two (2) years of the recording of this Deed, as evidenced by the issuance of a final Certificate of Occupancy. Notwithstanding the foregoing restriction contained in this Paragraph 2, the County may, in its sole discretion, waive this requirement upon the Board finding it necessary to extend the time frame in which the Developer must complete the homes. In order for such waiver by the County to be effective, the County Mayor or the County Mayor's designee:

- a. Be given prior to the event of the reverter; and
 - b. Be evidenced by the preparation of a letter executed by the County Mayor or the County Mayor's designee giving such waiver and specifying the new time frame in which the Developer must complete the homes. The letter by the County shall be conclusive evidence upon which any party may rely that the condition of the reverter has been extended to such date as specified in said waiver. If no waiver is recorded and a certificate of occupancy is not issued within two (2) years from the date of this Deed, any party may rely upon the fact that the reverter has occurred and that title has reverted to the County.
3. That the affordable housing developed on the Property shall be sold to a qualified household, as defined in Sections 17-122(n) of the Code of Miami-Dade County, but under no circumstances shall the sales price of the home exceed Two Hundred and Five Thousand and 00/100 (\$205,000.00). In the event the Developer fails to sell the home to a qualified household or sells the home above Two Hundred and Five Thousand and 00/100 (\$205,000.00) and the Developer, upon written notification from the County, fails to cure such default, then title to the subject Properties reverts to the County, at the option of the County, as set forth in paragraph 7, and by such reverter to the County, the Developer shall forfeit all monetary investments and improvements without any compensation or right to compensation whatsoever.
 4. That for any of the Properties located within the HOPE VI Target Area (hereinafter "Target Area"), the Developer shall comply with the requirements set forth in Resolution No. R-1416-08, including but not limited to providing former Scott/Carver residents the right of first refusal on all units to be sold within the Target Area. The County will provide a list of former Scott/Carver residents in order for the Developer to notify these residents of the availability of homeownership opportunities.
 5. That Developer shall not assign or transfer its interest in the Properties or in this Deed absent consent of the Miami-Dade County Board of County Commissioners, with the exception of any conveyance to qualified homebuyers.
 6. The Developer shall require that the qualified household purchasing the eligible home execute and record simultaneously with the deed of conveyance from the developer to the qualified household the County's "Affordable Housing Restrictive Covenant," and include the following language in the deed of conveyance:

"This Property is subject to an "Affordable Housing Restrictive Covenant" recorded simultaneously herewith, which states that the Property shall remain affordable during the "Control Period." The Control Period commences on the initial sale date of the eligible home, which is the date the deed is recorded transferring title from the developer to the first qualified household, and resets

automatically every twenty (20) years for a maximum of sixty (60) years. In the event Grantee wishes to sell or refinance the home during the Control Period, Grantee shall obtain prior written approval from the County. Any such sale, transfer or conveyance, shall only be to a qualified household as defined in Section 17-122(n) of the Miami-Dade County Code at or below the maximum sales price as calculated in the restrictive covenant. Should Grantee own this home for twenty consecutive years, Grantee shall automatically be released from the Affordable Housing Restrictive Covenant."

7. That Developer shall pay real estate taxes and assessments on the Properties or any part thereof when due. Developer shall not suffer any levy or attachment to be made, or any material or mechanic's lien, or any unauthorized encumbrance or lien to attach, provided, however, that Developer may encumber the Properties with:
 - a) Any mortgage(s) in favor of any institutional lender for the purpose of financing any hard costs or soft costs relating to the construction of the Project in an amount(s) not to exceed the value of the Improvements as determined by an appraiser; and
 - b) Any mortgage(s) in favor of any institutional lender refinancing any mortgage of the character described in clause a) hereof; in an amount(s) not to exceed the value of the Improvements as determined by an appraiser.
 - c) Any mortgage(s) in favor of any lender that may go into default, lis pendens, foreclosure, deed in lieu of foreclosure, certificate of title or tax deed issued by the government or through court order, the affordable deed restrictions are enforceable and can only be extinguished by the County. The deed restrictions shall run with the land notwithstanding the mortgage or change in ownership for the control period. The affordable deed restrictions apply to the "successors heirs and assigns" of the burdened land owner.
8. The recordation, together with any mortgage purporting to meet the requirements of clauses 7(a) or 7(b) above, of a statement of value by a Member of the American Institute of Real Estate Appraisers (MAI), (or member of any similar or successor organization), stating the value of the Project is equal to or greater than the amount of such mortgages(s), shall constitute conclusive evidence that such mortgage meets such requirements, and that the right of any reverter hereunder shall be subject to and limited by, and shall not defeat, render invalid, or limit in any way, the lien of such mortgage. For purposes of this paragraph an "institutional lender" shall mean any bank, savings and loan association, insurance company, foundation or other charitable entity, real estate or mortgage investment trust, pension funds, the Federal National Mortgage Association, agency of the United States Government or other governmental agency. In any event, the term "Institutional lender" shall be deemed to include Miami-Dade

County and its respective successors and assigns.

9. If in the sole discretion of the County, one or more of the Properties ceases to be used solely for the purpose set forth in paragraph 1 herein by the Developer, or if the Developer fails to construct the homes described herein in the manner and within the timeframe set forth in paragraph 2 herein, or if the Developer ceases to exist prior to conveyance to the qualified homebuyers, or if any term of this County Deed is not complied with, the Developer shall correct or cure the default/violation within thirty (30) days of notification of the default by the County as determined in the sole discretion of the County. If the Developer fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the County, at the option of the County upon written notice of such failure to remedy the default. In the event of such reverter, the Developer shall immediately deed such Properties back to the County, and the County shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the County. The effectiveness of the reverter shall take place immediately upon notice being provided by the County, regardless of the deed back to the County by the Developer. The County retains a reversionary interest in the Properties, which right may be exercised by the County, at the option of the County, in accordance with this Deed. Upon such reversion, the County may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.
10. All conditions and restrictions set forth herein shall run with the land, and shall be binding on any subsequent successors, assigns, transferees, and lessees, of any interest, in whole or in part, in the Properties.

Upon receiving proof of compliance with all of the Deed restrictions listed above, to be determined in the County's sole discretion, the County shall furnish the Developer with an appropriate instrument acknowledging satisfaction with all Deed restrictions listed above. Such satisfaction of Deed restrictions shall be in a form recordable in the Office of the Clerk of the Circuit Court of Miami-Dade County, Florida.

This grant conveys only the interest of the Miami-Dade County and its Board of County Commissioners in the Properties herein described and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Miami-Dade County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of the Board, the day and year aforesaid.

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Esteban L. Bovo Jr., Chairman

Approved for legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

The foregoing was authorized by Resolution No. R- -17 approved by the Board of
County Commissioners of Miami-Dade County, Florida, on the day of , 2017.

IN WITNESS WHEREOF, the representative of **WOMEN IN NEED OF DESTINEY, INC.**, a Florida not-for-profit 501(c)(3) corporation, has caused this document to be executed by their respective and duly authorized representative on this 4 day of MARCH, 2017, and it is hereby approved and accepted.

Alan Esola

Witness/Attest

ALAN ESOLA

Alan Esola

Witness/Attest

By: Carleena Scott
Name: Carleena Scott
Title: President

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 4 day of MARCH, 2017, by Carleena Scott, as _____ of **WOMEN IN NEED OF DESTINEY, INC.**, a Florida not-for-profit 501(c)(3) corporation, and s/he () has produced _____ as identification or () is personally known to me.

(SEAL)

TARSHALA KNOWLES
Tarshala Knowles
Notary of- State of FLORIDA
Commission Number: FF059152



TARSHALA KNOWLES
MY COMMISSION # FF 059152
EXPIRES: January 31, 2018
Bonded Third Budget Notary Services

EXHIBIT "A"
LEGAL DESCRIPTION

<u>FOLIO</u>	<u>LEGAL DESCRIPTION</u>
34-2117-004-4020	VENETIAN GARDENS REV PB 31-37, S60FT OF W1/2 TR 87
34-2117-005-0020	VENETIAN GARDENS PB 17-37 LOT 26 BLK 9
34-2115-005-0050	1ST ADD TO MAGNOLIA SUB PB 44-16 LOT 5 LESS N10FT BLK 1
34-2115-008-1100	ELEANOR PARK PB 45-91 LOT 11 BLK 7
34-2117-004-3090	VENETIAN GARDENS REV PB 31-37, N80FT OF W120FT OF TR 78

ATTACHMENT N

Grant of Security Interest

To Serve as Collateral for Payment of Promissory Note

FOR VALUE RECEIVED, the undersigned **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company ("Debtor") grants to Miami-Dade County, a political subdivision of the State of Florida ("Secured Party") a security interest in the Collateral described below

1. RECITALS.

- A. The Secured Party has on the same date as this Grant of Security Interest, closed on the conveyance to the Debtor of twenty-eight (28) vacant building lots that are to be used for the construction of affordable housing. Pursuant to its agreements with the Secured Party the Debtor is obligated to use the twenty eight (28) parcels for the construction of home-ownership single-family houses. A listing of the parcels is contained in "Exhibit A" which is attached hereto.
- B. The regulations governing the Miami-Dade County Infill Housing Initiative Program require that the Debtor pay to the Secured Party a fee of \$1,000 per lot conveyed.
- C. The Secured Party has agreed to accept a promissory note ("Note") from the Debtor. The Note is to be executed on the same date as this Grant of Security Interest. Pursuant to these terms the Note shall be payable on a pro-rata basis upon the construction loan closing.
- D. The purpose of this Grant of Security Interest is to provide collateral for the Note.

2. GRANT OF SECURITY INTEREST. For valuable consideration, receipt of which is acknowledged, the Debtor hereby grants to the Secured Party a security interest ("Security Interest") pursuant to Florida's version of Article 9 of the UCC (Chapter 679, Florida Statutes) in the following described personal property of the Debtor.

The disbursements payable to the Debtor pursuant to contracts that have been or will be entered into between the Debtor and the Secured Party through its Department of Public Housing and Community Development (described hereinafter as either the "Collateral" or the "PHCD Contracts").

3. AMOUNT SECURED: The Security Interest serves as collateral for the full payment of the Note .

4. WARRANTIES AND COVENANTS. Debtor warrants and covenants that:

- a) No other creditor has a security interest in the Collateral
- b) Debtor is the owner of the Collateral free from any adverse lien or encumbrance except this lien

- c) Debtor will immediately notify the Secured Party in writing of any change in name or address.
- d) Debtor will do all such things as Secured Party at any time or from time to time may reasonably request to establish and maintain a perfected security interest in the Collateral.
- e) Debtor will pay the cost of filing this agreement in all public offices where recording is deemed by Secured Party to be necessary or desirable. A photographic or other reproduction of this agreement is sufficient as a financing statement.
- f) Debtor will not transfer or encumber the Collateral without the prior written consent of Secured Party.

5. DEFAULT. Debtor shall be in default under this Grant of Security Interest in the event of a default on the Note, the requirements set forth in that certain County Deed, which is attached hereto as Exhibit A and made a part hereof, and the default has not been cured within 30 days. In accordance with the County Deed, if in the sole discretion of the Secured Party, one or more of the properties described therein ceases to be used solely for the purpose set forth in paragraph 1 of the County Deed by the Debtor, or if the Debtor fails to construct the homes described therein in the manner and within the timeframe set forth in paragraph 2 of the County Deed, or if the Debtor ceases to exist prior to conveyance to the qualified homebuyers, or if any term of the County Deed is not complied with, the Debtor shall correct or cure the default/violation within 30 days of notification of the default by the Secured Party as determined in the sole discretion of the Secured Party. If the Debtor fails to remedy the default within thirty (30) days, title to the subject Properties shall revert to the Secured Party, at the option of the Secured Party upon written notice of such failure to remedy the default. In the event of such reverter, the Debtor shall immediately deed such Properties back to the Secured Party, and the Secured Party shall have the right to immediate possession of such Properties, with any and all improvements thereon, at no cost to the Secured Party. The effectiveness of the reverter shall take place immediately upon notice being provided by the Secured Party, regardless of the deed back to the Secured Party by the Debtor. The Secured Party retains a reversionary interest in the Properties, which right may be exercised by the Secured Party, at the option of the Secured Party, in accordance with this Deed. Upon such reversion, the Secured Party may file a Notice of Reversion evidencing same in the public records of Miami-Dade County.

6. REMEDIES OF SECURED PARTY.

- In general, upon a Default and at any time thereafter, Secured Party shall have the remedies of a secured party under Florida's version of the Article 9 of the Uniform Commercial Code (Chapter 679, Florida Statutes) and the County Deed.
- In addition to its other remedies, the Secured Party, upon a Default, may make one or more set-offs against the disbursements that it would otherwise be payable to the Debtor pursuant to the PHCD Contracts that serve as the Collateral. The amount of the set-offs shall not exceed the amount owed under the Note. The Secured Party may make these set-offs without first having to institute legal action in the Courts.

7. RELEASE OF SECURITY INTEREST.

IN WITNESS WHEREOF, County and Owner have caused this Agreement to be executed on the date first above written.

NANA & CRC AFFORDABLE HOUSING LLC

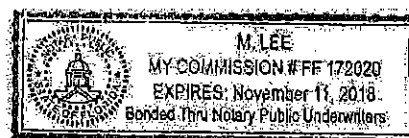
By: [Signature]
NAME AND TITLE

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing Rental Regulatory Agreement was sworn to, subscribed and acknowledged before me this 24 day of February, 2017, by on behalf of the [Signature]. He is personally known to me ☒ or has produced identification [Signature]

[Signature]
Notary Public
State of Florida at Large

My commission expires: 11/11/2018



[Signature]
2/21/17

MIAMI-DADE COUNTY, FLORIDA

By: _____
COUNTY MAYOR OR DEPUTY MAYOR

ATTEST:

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

Approved as to form and legal sufficiency:

By: _____
Terrence A. Smith
Assistant County Attorney

ATTACHMENT O

PROMISSORY NOTE

County Loan

\$28,000.00

[____th day of _____, 2017]
Miami, Florida

FOR VALUE RECEIVED the undersigned **NANA & CRC AFFORDABLE HOUSING LLC**, a Florida limited liability company ("Maker"), promises to pay to the order of **MIAMI-DADE COUNTY**, Florida, a political subdivision of the State of Florida, together with any other holder hereof ("Holder"), at 111 N.W. 1st Street, Miami, Florida 33128, Attention: County Mayor, or such other place as Holder may from time to time designate in writing, the principal sum of **TWENTY-EIGHT THOUSAND AND NO/100 DOLLARS (\$28,000.00)** (the "Principal"), plus interest, if any, as set forth below.

RECITALS

- A. The Holder, through its Infill Housing Initiative Program, has on the same date as this Promissory Note, closed on the conveyance to the Maker of twenty-eight (28) vacant building lots that are to be used for the construction of affordable housing. Pursuant to its agreement with the Holder, the Maker is obligated to use the twenty eight (28) parcels for the construction of homeownership single-family houses. The parcels are hereinafter referred to as the "Properties".
- B. The regulations governing the Infill Housing Initiative Program require that the Maker pay to the Holder a fee of \$1,000.00 per property that has been conveyed.
- C. The Holder has agreed to accept this Promissory Note. As collateral the Maker, in an instrument executed on the same date hereof, has granted to the Holder a UCC security interest in disbursements that are owed to pursuant to certain unrelated contracts that the Maker and the Holder have entered into.

The term of this Note is two years with a maturity date of _____ 2019 ("Maturity Date"). Upon the closing of the construction loan on each Single-Family parcel, the Maker shall pay the County \$1,000. Each such payment shall reduce the balance owing on this Note by an amount equal to that payment. The entire remaining unpaid principal balance owing on this Promissory Note shall be due and payable on the Maturity Date.

This Note has been executed and delivered in, and is to be governed by and construed under the laws of, the State of Florida, as amended, except as modified by the laws and regulations of the United States of America.

Maker shall have no obligation to pay interest or payments in the nature of interest in excess of the maximum rate of interest allowed to be contracted for by law, as changed from time to time, applicable to this Note (the "Maximum Rate"). Any interest in excess of the Maximum Rate paid by Maker ("Excess Sum") shall be credited as a payment of principal, or, if Maker so requests in writing, returned to Maker, or, if the indebtedness and other obligations

evidenced by this Note have been paid in full, returned to Maker together with interest at the same rate as was paid by Maker during such period. Any Excess Sum credited to Principal shall be credited as of the date paid to Holder. The Maximum Rate varies from time to time and from time to time there may be no specific maximum rate. Holder may, without such action constituting a breach of any obligations to Maker, seek judicial determination of the Maximum Rate of interest, and its obligation to pay or credit any proposed excess sum to Maker.

The "Default Interest Rate" and, in the event no specific maximum rate is applicable, the Maximum Rate shall be eighteen percent (18%) per annum.

Holder shall have the right to declare the total unpaid balance of this Note to be immediately due and payable in advance of the Maturity Date upon the failure of Maker to pay when due, taking into account applicable grace periods, any payment of Principal or Interest or other amount due under the Loan Documents; or upon the occurrence of an event of default, which is not cured prior to the expiration of any applicable cure periods, pursuant to any other Loan Documents now or hereafter evidencing, securing or guarantying payment of this Note. Exercise of this right shall be without notice to Maker or to any other person liable for payment hereof, notice of such exercise being hereby expressly waived.

Any payment under this Note or the Loan Documents not paid when due (at maturity, upon acceleration or otherwise) taking into account applicable grace periods shall bear interest at the Default Interest Rate from the due date until paid.

Provided Holder has not accelerated this Note, Maker shall pay Holder a late charge of five percent (5%) of any required payment which is not received by Holder within ten (10) days of the due date of said payment. The parties agree that said charge is a fair and reasonable charge for the late payment and shall not be deemed a penalty.

Time is of the essence. In the event that this Note is collected by law or through attorneys at law, or under their advice, Maker agrees, to pay all reasonable costs of collection, including reasonable attorneys' fees, whether or not suit is brought, and whether incurred in connection with collection, trial, appeal, bankruptcy or other creditors proceedings or otherwise.

This Note may be paid in whole or in part at any time by Maker without penalty. Acceptance of partial payments or payments marked "payment in full" or "in satisfaction" or words to similar effect shall not affect the duty of Maker to pay all obligations due, and shall not affect the right of Holder to pursue all remedies available to it under any Loan Documents.

Maker agrees to assign any proceeds to the Holder from any contract between the Holder, its agencies or instrumentalities and the Maker or any firm, corporation, partnership or joint venture in which the Maker has a controlling financial interest in order to secure repayment of the loan. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

The remedies of Holder shall be cumulative and concurrent, and may be pursued singularly, successively or together, at the sole discretion of Holder, and may be exercised as often as occasion therefore shall arise. No action or omission of Holder, including specifically any failure to exercise or forbearance in the exercise of any remedy, shall be deemed to be a

waiver or release of the same, such waiver or release to be effected only through a written document executed by Holder and then only to the extent specifically recited therein. A waiver or release with reference to any one event shall not be construed as continuing or as constituting a course of dealing, nor shall it be construed as a bar to, or as a waiver or release of, any subsequent remedy as to a subsequent event.

Any notice to be given or to be served upon any party in connection with this Note, whether required or otherwise, may be given in any manner permitted under the Loan Documents.

The term "other person liable for payment of this Note" shall include any endorser, guarantor, surety or other person now or subsequently primarily or secondarily liable for the payment of this Note, whether by signing this Note or any other instrument.

Maker and any other person liable for the payment of this Note respectively, hereby (a) expressly waive any valuation and appraisal, presentment, demand for payment, notice of dishonor, protest, notice of nonpayment or protest, all other forms of notice whatsoever, and diligence in collection; (b) consent that Holder may, from time to time and without notice to any of them or demand, (i) extend, rearrange, renew or postpone any or all payments, (ii) release, exchange, add to or substitute all or any part of the collateral for this Note, and/or (iii) release Maker (or any co-maker) or any other person liable for payment of this Note, without in any way modifying, altering, releasing, affecting or limiting their respective liability or the lien of any security instrument; and (c) agree that Holder, in order to enforce payment of this Note against any of them, shall not be required first to institute any suit or to exhaust any of its remedies against Maker (or any co-maker) or against any other person liable for payment of this Note or to attempt to realize on any collateral for this Note.

BY EXECUTING THIS NOTE, MAKER KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ITS RIGHTS OR THE RIGHTS OF ITS HEIRS, ASSIGNS, SUCCESSORS OR PERSONAL REPRESENTATIVES TO A TRIAL BY JURY, IF ANY, IN ANY ACTION, PROCEEDING OR SUIT, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE, AND WHETHER ASSERTED BY WAY OF COMPLAINT, ANSWER, CROSSCLAIM, COUNTERCLAIM, AFFIRMATIVE DEFENSE OR OTHERWISE, BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS NOTE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT TO BE EXECUTED IN CONNECTION HERewith OR WITH THE INDEBTEDNESS OR THE RENEWAL, MODIFICATION OR EXTENSION OF ANY OF THE FOREGOING OR ANY FUTURE ADVANCE THEREUNDER. THIS PROVISION IS A MATERIAL INDUCEMENT FOR HOLDER'S EXTENDING CREDIT TO A MAKER AND NO WAIVER OR LIMITATION OF HOLDER'S RIGHTS HEREUNDER SHALL BE EFFECTIVE UNLESS IN WRITING AND MANUALLY SIGNED ON HODLER'S BEHALF.


Maker acknowledges that the above paragraph has been expressly bargained for by Miami-Dade County, Florida as part of the transaction with Maker and that, but for Maker's agreement, Miami-Dade County, Florida would not have agreed to lend the Maker the Principal on the terms and at the Interest Rate.

WHEREFORE, Maker has executed this Note as of the date first mentioned above.

MAKER:

NANA & CRC Affordable Housing, LLC,
a Florida limited liability company

By: 
its authorized member

By: 
Name: Leroy Jones
Title: Director